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सं. 5]

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No. 5]

NEW DELHI, SATURDAY, FEBRUARY 3, 1990/MAGHA 14, 1911

इस भाग में भिन्न पृष्ठ संख्या वी बासी है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-Section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सार्विधिक आदेश और अधिसंचार।
Statutory Orders and Notifications issued by the Ministries of the Government of India (other than
the Ministry of Defence)

रिक्ति एवं स्थायी मंत्रालय

(विधि कानून विभाग)

मुख्यमंत्री

नई दिल्ली, 9 जनवरी, 1990

बा.आ. 235.—नोटरीज नियम 1956 के नियम 6 के अनुसार
में सभी प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री राजीव बुशार वाणीय
एंड बेन्फिट ने उक्स प्राधिकारी को उक्त नियम के नियम 4 के अधीन
एक आवेदन इस भाग के लिए दिया है कि उसे अलीगढ़, उत्तर प्रदेश
में व्यवसाय करने के लिए नोटरीज के हैप में नियुक्त पर नियमी भी प्रकार
का आपेक्षण इस सूचना के प्रकाशन के बीहद दिन में भीतर लिखित स्पष्ट
में ऐसे पास भेजा जाए।

MINISTRY OF LAW AND JUSTICE

(Department of Legal Affairs)

NOTICES

New Delhi, the 9th January, 1990

S.O. 235.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Rajeev Kumar Varshney, Advocate for appointment as a Notary to practise in Aligarh (U.P.).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[सं. 5(82)/89-न्या.]

[No. 5(82)/89-Judl.]

का.आ. 236.—नोटरीज नियम, 1956 के नियम 6 के प्रत्युभरण में सधम प्राधिकारी द्वारा मह सूचना दी जाती है कि श्री इलवीर सिंह पुनिया, एडब्ल्यूकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस भाग के लिए दिया है कि उसे केवल हरियाणा में व्यवसाय करते के लिए नोटरी के रूप में नियुक्त पर किसी भी प्रकार का आवेदन इस सूचना के प्रकाशम के खाल दिन के भीतर लिखित रूप में भेजे जाए।

[सं. 5(83)/89-न्या.]
के.एल. सर्मा, सधम प्राधिकारी

S.O. 236.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Dalbir Singh Punia, Advocate for appointment as a Notary to practise in Kaithal, Haryana.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(83)/89-Judl.]
K. L. SARMA, Competent Authority

विसंगतय

(राजस्व विभाग)

नई दिल्ली, 27 दिसम्बर 1989

प्रधान कार्यालय संस्थापन

का.आ. 237.—केन्द्रीय प्रत्यक्ष कर बोर्ड (कार्प का विनियमन) नियम, 1964 के नियम 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार थी टी.एन. पांडे को जो पहले राजस्व विभाग में विशेषकार्य प्रधिकारी (विधायी-प्रत्यक्ष कर) तथा पेंट विशेष सचिव के रूप में और बाद में दिनांक 15 दिसम्बर, 89 को अधिसूचना फा.सं. ए.-19011/11/88 प्रशा. I के तहत केन्द्रीय प्रत्यक्ष कर बोर्ड के सदस्य के रूप में नियुक्त किए गए थे, दिनांक 15 दिसम्बर, 1989 के अपराह्न से श्री ए.एस. पिंडे के स्थान पर केन्द्रीय प्रत्यक्ष कर बोर्ड में अध्यक्ष के रूप में तत्प्रदाता नियुक्त करती है। यह नियुक्त एक वर्ष की अवधि के लिए होती है।

2. यह अधिसूचना इस विभाग की दिनांक 15-12-89 का अधिसूचना में ए-19011/11/89-प्रशा. I के अधिकारण में जारी की जा रही है।

[फा. सं. ए-19011/11/88-प्रशा. I]
भार.के. जिन्दल, नियेक (गण:)

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 27th December, 1989

HEAD QUARTERS ESTABLISHMENT

S.O. 237.—In exercise of the powers conferred by Rule 3 of the Central Board of Direct Taxes (Regulation of Business) Rules, 1964, the Central Government hereby appoints Shri T. N. Pandey, formerly Officer on Special Duty (Legislation-Direct Taxes), with ex-officio status of Special Secretary in the Department of Revenue, and subsequently appointed as Member, Central Board of Direct Taxes, vide Notification F. No. A. 19011/11/89-Ad. I dated the 15th

December, 1989, as Chairman, Central Board of Direct Taxes vice Shri A. S. Thind, with effect from the afternoon of the 15th December, 1989. The appointment will be for a period of one year.

2. This is in supersession of this Department notification No. A. 19011/11/89-Ad. I dated 15-12-89.

—{F. No. A. 19011/11/88-Ad. I}
R. K. JINDAL, Director (Admn.)

आदेश

नई दिल्ली, 9 जनवरी, 1990

स्टाम्प

का.आ. 238.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के अन्त (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उस शुल्क को लाफ करती है जो भारतीय रेल वित्त नियम द्वारा जारी किए जाने वाले एक हजार करोड़ रुपए मात्र मूल्य के 1000-1000 रुपए के “9 प्रतिशत (कर मुक्त) बंधपत्रों” के रूप में बण्ठित अंगपत्र के रूप में बंधपत्रों पर उक्त अधिनियम के अंतर्गत प्रभावी है।

[सं. 1/90-स्टाम्प—फा.सं. 33/77/89-वि.क.]

ORDER

New Delhi, the 9th January, 1990

STAMPS

S.O. 238.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of debenture described as “9 per cent (tax free) Bonds” of Rs. 1000 each (fourth series) of the value of rupees one thousand crores only to be issued by Indian Railway Finance Corporation are chargeable under the said Act.

[No. 1/90-Stamps—F. No. 33/77/89-ST]

आदेश

स्टाम्प

का.आ. 239.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 3 की उपधारा 3 (1) अंत (अ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतत्वदाता के ए.सी. इंटरेसेनेस लिमिटेड, बम्बई को छियासी हजार दो सौ पचास रुपये (Rs. 86,250/-) मात्र के समेकित स्टाम्प शुल्क को भुगतान करने की अनुमति प्रदान करती है जो कि उक्त कम्पनी द्वारा जारी किये जाने वाले 25-25 रुपये अंकित मूल्य के चार लाख साठ हजार 12,5 प्रतिशत सुरक्षित विमोज्य अंग पत्रों (चांदी शुल्क) पर स्टाम्प शुल्क के कारण प्रभावी है।

[सं. 2/90-स्टाम्प—फा.सं. 33/85/89-वि.क.]

भी.के. न्यायोनाथन, अध्यक्ष सचिव

ORDER

STAMPS

S.O. 239.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits the KEC International Limited, Bombay to pay consolidated stamp duty of rupees eighty six thousand two hundred and fifty only (Rs. 86,250), chargeable on account of the stamp duty on four lakh sixty thousand 12.5%

secured redeemable debentures (Series IV) of the face value of rupees twenty five each to be issued by the said Company.

[No. 2/90—Stamps—F. No. 33/85/89-ST]
V. K. SWAMINATHAN, Under Secy.

(आधिकारिक कार्यविभाग)

(बैंकिंग विभाग)

नई दिल्ली, 9 जनवरी, 1990

का. आ. 240.—भारतीय रिजर्व बैंक प्रधिनियम, 1934, (1934 का 2) की धारा 8 की उपधारा (1) के खंड (घ) के अनुसरण में केंद्रीय सरकार एवं द्वारा श्री बिमल जालन, वित्त सचिव, वित्त मंत्रालय, आधिकारिक कार्यविभाग, नई दिल्ली की श्री जी. के. अरोड़ा के स्थान पर भारतीय रिजर्व बैंक के केंद्रीय बोर्ड में नियुक्त करती है।

[संख्या एफ. 9/6/89-श्री. ओ. (1)]
मन्त्रेश्वर जा. संयुक्त गविन्द

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 9th January, 1990

S.O. 240.—In pursuance of clause (d) of sub-section (1) of section 8 of the Reserve Bank of India Act, 1934 (2 of 1934) the Central Government hereby nominates Dr. Bimal Jalan, Finance Secretary in the Ministry of Finance, Department of Economic Affairs, New Delhi to be a Director on the Central Board of the Reserve Bank of India vice Shri G. K. Arora.

[No. F. 9/6/89-BO.I(1)]
MANTRESHWAR JHA, Jt. Secy.

नई दिल्ली, 9 जनवरी, 1990

का. आ. 241.—भारतीय नियंत्रित आयात बैंक प्रधिनियम, 1981 (1981 का 28) की धारा 6 की उपधारा (1) के खण्ड (ए) के उत्तरांश (i) के अनुसरण में केंद्रीय सरकार एवं द्वारा श्री दी. आर. मेहता, अपर सचिव, वित्त मंत्रालय, आधिकारिक कार्यविभाग, नई दिल्ली की श्री जी. के. अरोड़ा के स्थान पर भारतीय नियंत्रित आयात बैंक के नियेशक भंडल में नियेशक के हृष्ण में भागीदार करती है।

[संख्या एफ. 9/6/89-श्री. ओ. I(2)]

New Delhi, the 9th January, 1990

S.O. 241.—In pursuance of sub-clause (i) of clause (c) of sub-section (1) of section of the Export-Import Bank of India Act, 1981 (28 of 1981), the Central Government hereby nominates Shri D. R. Mehta, Additional Secretary, Ministry of Finance, Department of Economic Affairs, New Delhi as a Director of the Board of Directors of the Export-Import Bank of India vice-Shri G. K. Arorra.

[No. F. 9/6/89-BO.I(2)]

नई दिल्ली, 12 जनवरी, 1990

का. आ. 242.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकारण उपबोर्ड) स्कीम, 1970 के खंड 3 के उपबोर्ड (ए) के अनुसरण में, केंद्रीय सरकार, एवं द्वारा नीचे दी गयी सारणी के कालम (2) में निर्दिष्ट व्यक्तियों को उक्त सारणी के कालम (3) में निर्दिष्ट व्यक्तियों के स्थान पर कालम (1) में निर्दिष्ट राष्ट्रीयकृत बैंकों का नियेशक नियुक्त करती है:

	सारणी		
	1	2	3
बैंक आफ बड़ीदा	श्री ए. पी. अच्छर, मुख्य निरोक्तक निराकरण विभाग, भारतीय रिजर्व बैंक, केंद्रीय कार्यालय, बम्बई।	कु. श्री. विश्वनाथन	
बैंक आफ हिंदिया	श्रीपी. बी. कुलकर्णी मुख्य प्रधिकारी, विदेशी नियंत्रण और प्रबालन विभाग, भारतीय रिजर्व बैंक, केंद्रीय कार्यालय, बम्बई।	कु. श्री. टी. वाज	

[सं. फा० 9/9/90—श्री. ओ. I]
एस. एस. सीतारामन, अवर सचिव

New Delhi, the 12th January, 1990

S.O. 242 :—In pursuance of sub-clause (g) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints the persons specified in column (2) of the Table below as Directors of the nationalised banks specified in column (1) thereof in place of the persons specified in column (3) of the said Table :

TABLE

	1	2	3
Bank of Baroda	Shri A.P. Aiyer, Chief Inspector, Inspection Department, Reserve Bank of India, Central Office, Bombay.	Kum. V. Visvanathan	
Bank of India	Shri P.B. Kulkarni, Chief Officer, Department of External Investments and Operations, Reserve Bank of India, Central Office, Bombay.	Kum. I.T. Vaz	

[No. F. 9/9/90-B.O.I.]
M.S. SEETHARAMAN, Under Secy.

[कार्यालय, मुख्य व्यापक आयुक्त (प्रशासन) एवं (तहनीकी और II)]

[सं. 9/89-90]

कलकत्ता, 8 अगस्त, 1989

का. आ. 243 :—आयकर प्रधिनियम, 1961 (1961 का 43) की धारा 120 की उपधारा (1) और (2) द्वारा आयकर सरकार के केंद्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली के अधीन जारी अधिसूचना सं. 7842 दिनांक 1-4-88 फा. सं. 279/17/88/आ. क. जे. एम. ओ. - 361 (ई) और इसकी ओर से मुझे अन्य शक्तियां प्रदान करने वाली शक्तियों का प्रयोग करते हुए मैं, आयकर आयुक्त (प्रशासन) कलकत्ता एवं द्वारा नियंत्रण देता हूँ कि, आयकर आयुक्त (प्रशासन) 1961 की धारा 246 की उपधारा (1) के खंड (ए)

(से) भाई तक, धनकर अधिनियम, 1957 के धारा 23 की उपधारा (1) के खंड (ए) से (एच) तक प्रौढ़ बन कर अधिनियम, 1958 की धारा 22 की उपधारा (1) के खंड (ए) से (जी) तक परिवर्त आदेशों के अनुगाम स्तंभ 3 में चिनिरिट आयकर प्राधिकारियों द्वारा आयकर या धनकर या बात कर देने वाले संतुष्ट निर्वाचितियों के संबंध में, संसेज अनुमूलों के स्तंभ 2 में चिनिरिट आयकर उपायुक्त (अपील) जो उनके नाम के सामने स्तंभ 1 में दर्शाएँ गये आयकर आयुक्तों के प्रशासनिक नियंत्रण के अधीन हैं, भवना कर्त्ता करेंगे।

2. यहां एक आयकर संकिल बाई या उनके अंश, इस अधिसूचना के भूमि-पर एक रेंज से दूसरे रेंज में स्थानान्तरित हो गये हों, इस अधिसूचना के जारी होने के शीघ्र पहले आयकर उपायुक्त (अपील) के समीप के उन आयकर वाई/संकिल अधिकार उनके कुछ अंश में दृढ़ निर्वाचित से संबंधित भवोल लक्षित हों और इस अधिसूचना के प्रभावशाली होने की लिखित से उन आ. क० वाई, संकिल या उनके अंश से स्थानान्तरित हुए मामलों का अधिकार उपायुक्त (अपील) करेंगे, जिनके अधीन उक्त वाई/संकिल या उनके अंश स्थानान्तरित किये गए हैं।

3. सह अधिसूचना दिनांक 23-10-89 से लागू होगी।

[सं. आ. अ./मुख्या./तक/80/68-69]

अनुसूची

(अधिसूचना सं. 9/89-90 दिनांक 8-8-89 के साथ संलग्न)

आयकर आयुक्त के पदान्वाप आयकर आयुक्त (अ) के पदान्वाप निर्वाचित अधिकारिय।

1	2	3
आयकर आयुक्त परिचय बंगाल-1,	आयकर उपायुक्त स. आ. सर्किल, सिलिगुड़ी (म) रेंज आ. अ. वाई-1, सिलिगुड़ी	
कलकत्ता	जलपाईगुड़ी आ. अ. वाई-2, सिलिगुड़ी	
	आ. अ. वाई-3, सिलगुड़ी	
	आ. अ., वाई-4, सिलगुड़ी	
	आ. अ., वाई-1, जलपाईगुड़ी	
	आ. अ., वाई-2, जलपाईगुड़ी	
	आ. अ., वाई-3, वार्जिलिंग	
	आ. अ., वाई-1, कलिमपोंग	
	आ. अ., वाई-1, प. मालदा	
	आ. अ., वाई-2, प. मालदा	
	आ. अ., वाई-1, कोचबिहार	
	सं. आ. सर्किल-1, नंगटोक	
आयकर आयुक्त प. बं. 11,	आयकर उपायुक्त स. आ., भनु. सर्किल-2 (1)	
कलकत्ता	(म) रेंज-1 स. आ., भनु. सर्किल 1 (1)	
	स. आ., कम. सर्किल-1 (1)	
	सं. आ., कम. सर्किल-1 (2)	
	स. आ., कम. सर्किल-1 (3)	
	स. आ., कम. सर्किल 1 (4)	
	स. आ., कम. सर्किल-1 (5)	
	आ. अ., कम. वाई-1 (1)	
	स. आ., भनु. सर्किल-7 (1)	
	स. आ., कम. सर्किल-7 (1)	
	स. आ., कम. सर्किल-7 (2)	
	स. आ., कम. सर्किल-7 (3)	
	स. आ., कम. सर्किल-7 (4)	
	आ. अ., कम. वाई-7 (1)	
	आ. अ., कम. वाई-7 (2)	
	सं. आ., सर्किल-2 (1)	
	सं. आ., सर्किल-2 (2)	

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स. आ., सर्किल-2 (3)		
स. आ., सर्किल-2 (4)		
सं. आ., सर्किल-2 (5)		
आ. अ., कम. वाई-2 (1)		
आ. अ. कम. वाई-2 (2)		
उ. आ. (छन.) सर्किल-12 (1)		
स. आ., सर्किल-12 (1)		
स. आ., सर्किल-12 (2)		
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आ. अ., वर्ष-12 (240)		
आ. अ., वर्ष-12 (241)		
आ. अ., वर्ष-12 (242)		
आ. अ., वर्ष-		

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		स.आ., सर्कल-- 11(1)			आ.आ., वाई-- 13(10)
		म.आ., सर्कल-- 20(1)			आ.आ., वाई-- 13(11)
		सं.आ., सर्कल-- 20(2)			आ.आ., वि--वाई-- 9(1)
		आ.अ., वाई-- 6(12)			आ.अ., वि--सर्कल 9 (2)
		आ.अ., वाई-- 11(10)			आ.अ., वाई; 8 (10)
		आ.अ., वाई(11)(11)			आ.अ., वाई-- 8(11)
		आ.अ., वाई(11)(12)			आ.अ., वाई-- 8(12)
		आ.अ., वाई-- 11(13)			स.अ.अनु. सर्कल 8 (2)
		आ.अ., वाई-- 11(14)			म.अ.अनु. सर्कल-- 5(1).
		आ.अ. (टी.डी.एस.) 21(1)			स.आ., सर्कल-- 5(4)
		आ.अ. (टी.डी.एस.) वाई- 21(2)			आ.अ., वाई-- 5(10)
		आ.अ. (टी.डी.एस.) वाई- 21(3)			आ.अ., वाई(11)
		आ.अ. (टी.डी.एस.) वाई- 21(4)			आ.अ., वाई-- 5(12)
		आ.अ. (टी.डी.एस.) वाई- 21(5)			आ.अ., वाई-- 5(13)
		आ.अ. (टी.डी.एस.)--वाई- 21 (6)			आ.अ., वाई-- 5(14)
आयकर आयुक्त पश्चिम बंगाल-8	आयकर उपायुक्त, सं.आ., सर्कल 13 (1)				आ.अ., वाई-- 5(15)
					म.आ., --सर्कल 10(2)
(अ) रेंज (III)					
कलकत्ता	कलकत्ता	सं.आ. अनु. सर्कल 13(1)	आयकर उपायुक्त, आ.आ., वाई-- 19(6)		
		आ.अ., वाई-- 13(1)	(अ) रेंज-- 18, आ.आ., वाई-- 19(7)		
		आ.अ., वाई-- 13(2)	कलकत्ता	आ.आ., वाई-- 19(8)	
		आ.आ., वाई-- 13(3)		आ.अ., वाई-- 19(9)	
		आ.अ., वाई-- 13(4)		आ.आ., 19(10)	
		आ.अ., वाई-- 13(5)		सं.आ., सर्कल-- 19(1)	
		सं.आ., अनु. सर्कल 13(2)		सं.आ., अनु. सर्कल-- 19(1)	
आयकर उपायुक्त रेंज 10, कलकत्ता				आ.अ., वाई-- (19)(1)	
				आ.अ., वाई-- 19(2)	
		सं.आ.अनु.सर्कल-- 10(1)		आ.अ., वाई-- 19(3)	
		सं.आ., सर्कल-- 10(1)		आ.अ., वाई-- 19(4)	
		आ.आ. वाई-- 10(1)		आ.अ., वाई-- 19(5)	
		आ.अ., वाई-- 10(2)		आ.अ., वाई-- 1, हुगली	
		आ.अ., वाई- 10(3)		आ.अ., वाई-- 2, हुगली	
		आ.अ., वाई-- 10(4)		आ.अ., वाई-- 3, हुगली	
		आ.अ., वाई-- 10(5)		आ.अ., वाई-- 4, हुगली	
		आ.आ.वाई- 10(6)	आयकर आयुक्त, आयकर उपायुक्त, पश्चिम बंगाल-- 9 (अ) रेंज-5		
		कृ.अ. वाई-- 10(7)		सं.आ., अनु. सर्कल-- 15(1)	
		आ.वाई-- 10 (8)		सं.आ., अनु. सर्कल-- 15(2)	
		आ.अ., वाई-- 10(9)	कलकत्ता	सं.आ., सर्कल-- 15(1)	
आयकर उपायुक्त	सं.आ., सर्कल-- 14(1)			आ.अ., वाई-- 15(1)	
(अ) रेंज- 16,	स.आ., सर्कल-- 14(2)			आ.अ., वाई-- 15(2)	
कलकत्ता	सं.आ. सर्कल-- 14(3)			आ.अ., वाई-- 15(3)	
	आ.अ., वाई-- 14(1)			आ.अ., वाई-- 15(4)	
	आ.अ., वाई; 14(2)			आ.अ., वाई-- 15(5)	
	आ.आ. वाई-- 14(3)			आ.अ., वाई-- 15(6)	
	आ.अ., वाई-- 14(4)			आ.अ., वाई-- 15(7)	
	आ.अ., वाई-- 14(5)			आ.अ., वाई-- 15(8)	
	आ.अ., वाई-- 14(6)			आ.अ., वाई-- 15(9)	
	आ.अ., वाई-- 14(7)			आ.अ., वाई-- 15(10)	
	आ.अ., वाई-- 14(8)			आ.अ., वाई-- 15(11)	
	आ.अ., वाई-- 14(9)			आ.अ., वाई-- 15(12)	
	आ.अ., वाई-- 13(6)			आ.अ., वाई-- 5 (19)	
	आ.अ., वाई-- 13(7)			आ.अ., वाई-- 5(20)	
	आ.अ., वाई-- 13 (9)			आ.अ., वाई-- 5 (31)	
	आ.अ., वाई-- 13(9)				

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प्रायकर उपायुक्त सं. आ., अनु. सर्कल—8(1)		
(अ) रेंज—6 सं. आ., सर्कल—8(1)		
कलकत्ता सं. आ., सर्कल—8(2)		
प्रा.अ., बाई—8(1)		
प्रा. अ., बाई—8(2)		
प्रा. अ., बाई—8(3)		
प्रा. अ., काई—8(4)		
प्रा. अ., बाई—8(5)		
प्रा. अ., बाई—8(6)		
प्रा. अ., बाई—8(7)		
प्रा. अ., बाई—8(8)		
प्रा. अ., बाई—8(9)		
प्रायकर उपायुक्त सं.आ., अनु. सर्कल—16(1)		
(अ) रेंज—8 सं.आ., सर्कल—16(1)		
प्रा.अ., बाई—16(1)		
प्रा.अ., बाई—16(2)		
प्रा.अ., बाई—16(3)		
प्रा.अ., बाई—16(4)		
प्रा. अ., बाई—16(5)		
प्रा. अ., बाई—16(6)		
प्रा.अ., बाई—16(7)		
प्रा.अ., बाई—16(8)		
प्रा. अ., बाई—16(9)		

[Office of the Chief Commissioner of Income Tax (Administration)]

Calcutta, the 8th August, 1989

[No. 9/98-90]

S.O. 243.—In exercise of powers conferred by sub-sections (1) and (2) of section 120 of the Income-tax Act, 1961 (43 of 1961) and in exercise of powers conferred by the Central Board of Direct Taxes, New Delhi, vide its Notification No. 7842 in F. No. 279/17/88-ITJSO-361(E) dated 1-4-88 and all other powers enabling me in this behalf, I the Chief Commissioner of Income-tax (Administration), Calcutta, hereby direct that the Deputy Commissioners of Income-tax (Appeals) specified in column 2 of the Schedule annexed hereto, who are under the administrative control of the Commissioners of Income-tax as mentioned against their names in column 1, shall perform their functions in respect of such persons assessed to Income-tax or Wealth-tax or Gift-tax by the Income-tax authorities specified in column 3 of the said schedule, as are aggrieved by any orders passed in pursuance of clauses (a) to (1) of sub-section (1) of Section 246 of the Income-tax Act, 1961, clauses (a) to (ha) of sub-section (1) of Section 23 of the Wealth Tax Act, 1957 and clause (a) (g) of sub-section (1) of Section 22 of the Gift Tax Act, 1958.

2. Where an Income-tax Circle or Ward or part thereof stands transferred by this Notification from one Range to another, appeals arising out of the assessments made in these Income-tax Wards/Circles or parts thereof and pending immediately before the date from which this Notification takes effect, before the Deputy Commissioner of Income-tax (Appeals) from whose Range that Income-tax Ward/Circle or part thereto is transferred, shall, from the date from which this Notification shall take effect, be transferred to and dealt with by the Deputy Commissioner of Income-

tax (Appeals) to whom the said Ward/Circle or part thereof is transferred.

3. This Notification shall take effect from 23-10-89.

[No. ITO/HQ/Tech/80/88-89]

SCHEDULE

(Annexed to the notification No. 9/89-90 dated 8-8-89)

Designation of Commissioner of Income-tax	Designation of Deputy C.I.T. (A)	Assessing Officers
1	2	3
Commissioner of Income tax (A) Range- West Bengal I, Calcutta.	Deputy CIT (A) Range-I, Calcutta.	A.C. Circle—Siliguri ITO Ward—1 Siliguri ITO Ward—2 Siliguri ITO Ward—3 Siliguri ITO Ward—4 Siliguri JTO Ward—1 Jalpaiguri ITO Ward—2 Jalpaiguri ITO Ward—1 Darjeeling ITO Ward—1 Kalimpong ITO Ward—1 W-Maldah ITO Ward—2 W-Maldah ITO Ward—1 Coach Bihar AC Circle—1 Gangtok.
Commissioner of Income- tax, West- Bengal-II, Calcutta.	Deputy CIT (A) Range-I, Calcutta.	AC. Inv. Circle—2(1) AC Inv. Circle—1(1) AC Co. Circle—1(1) AC Co. Circle—1(2) AC Co. Circle—1(3) AC Co. Circle—1(4) AC Co. Circle—1(5) ITO Co. Ward—1(1) AC Inv. Circle—7(1) AC Co. Circle—7(1) AC Co. Circle—7(2) AC Co. Circle—7(3) AC Co. Circle—7(4) ITO Co. Ward—7(1) ITO Co. Ward—7(2) AC Co. Circle—2(1) AC Co. Circle—2(2) AC Co. Circle—2(3) AC Co. Circle—2(4) AC Co. Circle—2(5) ITO Co. Ward—2(1) ITO Co. Ward—2(2) AC Inv. Circle—12(1) AC Circle—12(1) AC Circle—12(2) AC Circle—12(3) AC Circle—12(4) AC Circle—12(5) ITO Ward—12(1)
Commissioner of Income- tax, West- Bengal-II, Calcutta.	Deputy CIT (A), Range-II, Calcutta.	AC Co. Circle—9(1) AC Co. Circle—9(2) AC Co. Circle—9(3) AC Co. Circle—9(4) AC Co. Circle—9(5) ITO Co. Ward—9(1) AC Circle—5(5) ITO Ward—5(1)

1	2	3	1	2	3
		ITO Ward—5(2)			ITO Ward—10(5)
		ITO Ward—5(17)			ITO Ward—10(6)
		ITO Ward—5(3)			ITO Ward—10(7)
		ITO Ward—5(4)			ITO Ward—10(8)
		ITO Ward—5(18)			ITO Ward—10(9)
		ITO Ward—4(17)			
		ITO Co. Ward—1(2)		Deputy CIT	AC Circle—14(1)
		ITO C. I. Ward—1(3)		(A), Range-	AC Circle—14(2)
		ITO Ward—4(16)	XVI,		AC Circle—14(3)
		ITO Ward—5(5)	Calcutta.		ITO Ward—14(1)
		ITO Ward—5(6)			ITO Ward—14(2)
		ITO Ward—5(7)			ITO Ward—14(3)
		ITO Ward—5(8)			ITO Ward—14(4)
		ITO Ward—5(9)			ITO Ward—14(5)
		AC Circle—5(7)			ITO Ward—14(6)
		AC Circle—5(3)			ITO Ward—14(7)
Commissioner of Income Tax, West, Bengal, VII, Calcutta.	Deputy CIT (A) Range-IX, Calcutta.	ITO Ward—20(1)			ITO Ward—14(8)
		ITO Ward—20(2)			ITO Ward—14(9)
		ITO Ward—6(1)			ITO Ward—13(6)
		ITO Ward—6(2)			ITO Ward—13(7)
		ITO Ward—6(3)			ITO Ward—13(8)
		ITO Ward—6(4)			ITO Ward—13(9)
		ITO Ward—6(5)			ITO Ward—13(10)
		ITO Ward—6(6)			ITO Ward—13(11)
		ITO Ward—6(7)			ITO Spl. Ward—9(1)
		ITO Ward—6(8)			ITO Spl. Ward—9(2)
		ITO Ward—6(9)			ITO Ward—8(10)
		ITO Ward—6(10)			ITO Ward—8(11)
		ITO Ward—6(11)			ITO Ward—8(12)
		ITO Ward—6(13)			AC Inv. Circle—8(2)
					AC Inv. Circle—5(1)
					AC Circle—5(4)
		ITO Ward—20(3)			ITO Ward—5(10)
		ITO Ward—20(4)			ITO Ward—5(11)
		ITO Ward—20(5)			ITO Ward—5(12)
		AC Circle—8(1)			ITO Ward—5(13)
		AC Circle—8(2)			ITO Ward—5(14)
		AC Circle—11(1)			ITO Ward—5(15)
		AC Circle—20(1)			ITO Ward—5(16)
		AC Circle—20(2)			AC Circle—10(2)
		ITO Ward—6(12)			
		ITO Ward—11(10)	Deputy CIT	ITO Ward—19(6)	
		ITO Ward—11(11)	(A),	ITO Ward—19(7)	
		ITO Ward—11(12)	Range-XVIII,	ITO Ward—19(8)	
		ITO Ward—11(13)	Calcutta.	ITO Ward—19(9)	
		ITO Ward—11(14)		ITO Ward—19(10)	
		ITO (TDS) Ward—21(1)			AC Circle—19(1)
		ITO (TDS) Ward—21(2)			AC Inv. Circle—19(1)
		ITO (TDS) Ward—21(3)			ITO Ward—19(1)
		ITO (TDS) Ward—21(4)			ITO Ward—19(2)
		ITO (TDS) Ward—21(5)			ITO Ward—19(3)
		ITO (TDS) Ward—21(6)			ITO Ward—19(4)
Commissioner of Income Tax, West, Bengal, VIII, Calcutta.	Deputy CIT (A), Range-III, Calcutta.	AC Circle—13(1)			ITO Ward—19(5)
		AC Inv. Circle—13(1)			ITO Ward—1 II Hooghly
		ITO Ward—13(1)			ITO Ward—2 Hooghly
		ITO Ward—13(2)			ITO Ward—3 Hooghly
		ITO Ward—13(3)			ITO Ward—4 Hooghly
		ITO Ward—13(4)			
		ITO Ward—13(5)	Commissioner	AC Inv. Circle—15(1)	
		AC Inv. Circle—13(2)	Deputy CIT(A)	AC Inv. Circle—15(2)	
	Deputy CIT (A), Range-X, Calcutta	AC Inv. Circle—10(1)	Tax. West.	AC Circle—15(1)	
		AC Circle—10(1)	Range-V,	ITO Ward—15(1)	
		ITO Ward—10(1)	Bengal IX,	ITO Ward—15(2)	
		ITO Ward—10(2)	Calcutta.	ITO Ward—15(3)	
		ITO Ward—10(3)		ITO Ward—15(4)	
		ITO Ward—10(4)		ITO Ward—15(5)	

1	2	3
Deputy CIT(A), Range, VI, Calcutta.	AC Inv. Circle—8(1) AC Circle—8(1) AC Circle—8(2) ITO Ward—8(1) ITO Ward—8(2) ITO Ward—8(3) ITO Ward—8(4) ITO Ward—8(5) ITO Ward—8(6) ITO Ward—8(7) ITO Ward—8(8) ITO Ward—8(9)	ITO Of Ward—15(6) ITO Ward—15(7) ITO Ward—15(8) ITO Ward—15(9) ITO Ward—15(10) ITO Ward—15(11) ITO Ward—15(12) ITO Ward—5(19) ITO Ward—5(20) ITO Ward—5(21)
Deputy CIT(A), Range-VIII, Calcutta.	AC Inv. Circle—16(1) AC Circle—16(1) ITO Ward—16(1) ITO Ward—16(2) ITO Ward—16(3) ITO Ward—16(4) ITO Ward—16(5) ITO Ward—16(6) ITO Ward—16(7) ITO Ward—16(8)	

[मेरा 10/59-90]

का. प्रा. 244 :—आयकर अधिनियम 1961 (1961 का 43) की धारा 120 की उपधारा (1) के और (2) द्वारा और भारत सरकार के केंद्रीय प्रत्यक्ष कर बोर्ड, नई निलंबी के अधीन जारी अधिसूचना सं. 7842 दिनांक 1-4-88 पा सं. 279/17/88 प्रा. क. जे. एस. ओ.—361 (ई) और इसकी ओर से मुझे अन्य एकितयां प्रदान करने वाली शक्तियों का प्रयोग करते हुए मैं आयकर आयुक्त (प्रशासन), कलकत्ता एवंहारा निवेश देता हूँ कि, आयकर अधिनियम 1961 की धारा 246 की उपधारा (1) के छंड (ए) से (आई) तक धनकर अधिनियम 1957 के धारा 23 की उपधारा (1) के छंड (ए) से (एच) तक और बानकर अधिनियम, 1958 के धारा 22 की उपधारा (1) के छंड (ए) से (जी) तक पारित आवेदनों के भनुमार स्तरम् 3 में विनियिट आयकर प्राधिकारियों द्वारा आयकर या धनकर या दान कर देने वाले असंतुष्ट निर्धारितियों के संबंध में, सलग अनुसूची के स्तरम् 2 में विनियिट आयकर उपायुक्त (प्रयोग), जो उनके नाम के नाम से स्तरम् 1 में दर्शाय गये आयकर आयुक्तों के प्रशासनिक नियन्त्रण के अधीन हैं, अपना कार्य करें।

2. जहाँ एक आयकर सकिल वार्ड या उनके प्रयोग, इस अधिसूचना के भनुमार एक रेज से दूसरे रेज में स्थानांतरित हो गए हैं, इस अधिसूचना के जारी होने के शीघ्र पहले आयकर उपायुक्त (प्रयोग) के समीप के उन आयकर वार्ड/सकिल अवयव उनके कुछ अंश में हुई निधरिण से संबंधित प्रयोग लम्बित हों और इस अधिसूचना के प्रभावशाशी होने की तिथि से उन प्रा. क. वार्ड सकिल या उनके अंश से स्थानांतरित हुए।

मामलों का निपटान आयकर उपायुक्त (प्रयोग) करेंगे, जिनके अधीन उक्त वार्ड, सकिल या उनके अंश स्थानांतरित किए गए हैं।

3. यह अधिसूचना दिनांक 23-10-89 से लागू होगा।

प्रा. प्रा. प्रा./मुख्या. फैक. /80/89-89]
ए. के. चंद्र, मुख्य आयकर आयुक्त (प्रयोग)
एवं (तकनीकीयों II)

अनुसूची

(अधिसूचना सं. 10/89-90 दिनांक 8-8-89 के साथ संलग्न)

प्रा. प्रा., परिवर्म बंगाल के पदनाम	प्रा. उपायुक्त (प्रा.) के पदनाम	निधरिण अधिकारियों
1	2	3

1. प्रा. प्रा., प्रा. वार्ड-3(1)
4. बालबाला (प्रा.) रेज-4, कलकत्ता ग्रा. प्रा., ग्रा. 3(2)
ग्रा. प्रा., वार्ड-3(6)
ग्रा. प्रा., वार्ड-3(1)
ग्रा. प्रा., वार्ड-3(2)
ग्रा. प्रा., वार्ड-3(3)
ग्रा. प्रा., वार्ड-3(4)
ग्रा. प्रा., वार्ड-3(5)

2. आयकर आयुक्त, स. प्रा., ग्रा. सर्कल-4(2)
परिवर्म बंगाल-5, (प्रा.) रेज-12, कलकत्ता ग्रा. प्रा., वार्ड-4(9)
ग्रा. प्रा., वार्ड-4(10)
ग्रा. प्रा., वार्ड-4(11)
ग्रा. प्रा., वार्ड-4(12)
ग्रा. प्रा., वार्ड-4(13)
ग्रा. प्रा., वार्ड-4(14)
ग्रा. प्रा., वार्ड-4(15)
ग्रा. प्रा., वार्ड-1, (नविया)
ग्रा. प्रा., वार्ड-2, नविया
ग्रा. प्रा., वार्ड-1, मुशिदाराद
ग्रा. प्रा., वार्ड-2, मुशिदाराद

—प्राई—

आयकर उपायुक्त, ग्रा. प्रा., वार्ड-14(20)
(प्रा.) रेज-13, ग्रा. प्रा., वार्ड-14(21)
बालबाला ग्रा. प्रा., वार्ड-14(22)
ग्रा. प्रा., वार्ड-14(23)
ग्रा. प्रा., सर्कल-4(1)
स. प्रा., ग्रा. सर्कल-4(1)
ग्रा. प्रा., वार्ड-4(2)
ग्रा. प्रा., वार्ड-4(3)
ग्रा. प्रा., वार्ड-4(1)
ग्रा. प्रा., वार्ड-4(7)

—वार्ड—

आयकर उपायुक्त ग्रा. प्रा., वार्ड-4(5)
(प्रा.) रेज-17, ग्रा. प्रा., वार्ड-4(1)
कलकत्ता ग्रा. प्रा., वार्ड-4(6)
ग्रा. प्रा., वार्ड-4(8)

3. आयकर आयुक्त ग्रा. प्रा., वार्ड-3(11)
(प्रा.) रेज-II, ग्रा. प्रा., वार्ड-3(12)
कलकत्ता ग्रा. प्रा., वार्ड-3(10)
ग्रा. प्रा., वार्ड-3(7)

1	2	3	(1)	(2)	(3)
		आ.आ., वार्ड-3(8) आ.आ., वार्ड-3(9) स.आ., अनु. सर्केल-3(3) स.आ., सर्केल-3(1)	5. आयकर आयुक्त, पश्चिम बंगाल-2, कलकत्ता	आयकर उपायुक्त, रेंज-आसनसोल, कलकत्ता	स.आ., अनु. सर्केल-18(1) स.आ., वार्ड-1, आसनसोल आ.आ., वार्ड-2, आसनसोल आ.आ., वार्ड-3 आसनसोल आ.आ., वार्ड-4, आसनसोल आ.आ., वार्ड-1 दुर्गापुर आ.आ., वार्ड-2 दुर्गापुर आ.आ., वार्ड- दुर्गापुर आ.आ., वार्ड-1 बद्रवान आ.आ., वार्ड-2 बद्रवान आ.आ., वार्ड-3 सूर्यो आ.आ., वार्ड-बांकुरा आ.आ., वार्ड-पुरुलिया आ.आ., वार्ड-1 मिदनपुर आ.आ., वार्ड-2 मिदनपुर आ.आ., वार्ड-हल्दिया
—वही—	आयकर उपायुक्त (अ), रेंज-14 कलकत्ता	आ.आ., वार्ड-11(1) आ.आ., वार्ड-11(2) आ.आ., वार्ड-11(3) आ.आ., वार्ड-11(4) आ.आ., वार्ड-11(5) आ.आ., वार्ड-11(6) आ.आ., वार्ड-11(7)			
—वही—	आयकर उपायुक्त (अ) रेंज-14, कलकत्ता	आ.आ., वार्ड-11(8) आ.आ., वार्ड-11(9) आ.आ., वार्ड-18(1) आ.आ., वार्ड-18(2) आ.आ., वार्ड-18(3) आ.आ., वार्ड-18(4) आ.आ., वार्ड-18(5) आ.आ., वार्ड-18(6) आ.आ., वार्ड-18(7) आ.आ., वार्ड-18(8) आ.आ., वार्ड-18(9) आ.आ., वार्ड-18(10) आ.आ., वार्ड-20(6) स.आ., सर्केल-18(2) स.आ., सर्केल-18(3) स.आ., सर्केल-18(4) स.आ., सर्केल-18(5)			
4.	आयकर आयुक्त, पश्चिम बंगाल-10, (अ) रेंज-7, कलकत्ता	आयकर उपायुक्त, अनु. सर्केल-14(1) आ.आ., वार्ड-14(10) आ.आ., वार्ड-14(11) आ.आ., वार्ड-14(12) आ.आ., वार्ड-14(13) आ.आ., वार्ड-14(14) आ.आ., वार्ड-14(15) आ.आ., वार्ड-14(16) आ.आ., वार्ड-14(17) आ.आ., वार्ड-14(18) आ.आ., वार्ड-14(19)	स.आ., अनु. सर्केल-14(1) आ.आ., वार्ड-14(1) आ.आ., वार्ड-17(1) आ.आ., वार्ड-17(2) आ.आ., वार्ड-17(3) आ.आ., वार्ड-17(4) आ.आ., वार्ड-17(5) आ.आ., वार्ड-17(6) आ.आ., वार्ड-17(7) आ.आ., वार्ड-18(11) आ.आ., वार्ड-18(12) आ.आ., वार्ड-18(13) आ.आ., वार्ड-18(14)		
—वही—	आयकर उपायुक्त (अ) रेंज-15, कलकत्ता	स.आ., अनु. सर्केल-17(1) स.आ. सर्केल-17(1) आ.आ. वार्ड-17(1) आ.आ. वार्ड-17(2) आ.आ. वार्ड-17(3) आ.आ. वार्ड-17(4) आ.आ. वार्ड-17(5) आ.आ. वार्ड-17(6) आ.आ. वार्ड-17(7) आ.आ. वार्ड-18(11) आ.आ. वार्ड-18(12) आ.आ. वार्ड-18(13) आ.आ. वार्ड-18(14)			

OFFICE OF THE CHIEF COMMISSIONER OF INCOME

TAX (TECHNICAL)

[No. 10[89-90]

S.O. 244.—In exercise of the powers conferred by sub-section (1) and (2) of section 120 of the Income-tax Act, 1961 (43 of 1961) and in exercise of powers conferred by the Central Board of Director Taxes, New Delhi, vide its Notification No. 7842 in F. No. 279/17/88-IT/JSO. 361(E) dated 1-4-88 and all other powers enabling me in this behalf, I, the Chief Commissioner of Income-tax (Technical), Calcutta, hereby direct that the Deputy Commissioners of Income-tax (Appeals) specified in column 2 of the schedule annexes hereto, who are under the administrative control of the Commissioners of Income-tax as mentioned against their names in column 1, shall perform their functions in respect of such persons assessed to Income-tax or Wealth Tax or Gift Tax by the Income-tax authorities specified in column 3 of the said schedule, as are aggrieved by any orders passed in pursuance of clauses (a) to (i) of sub-section (1) of Section 246 of the Income-tax Act, 1961, clauses (a) to (ha) of sub-section (1) of Section 23 of the Wealth Tax Act, 1957 and clauses (a) to (g) of sub-section (1) of Section 22 of the Gift Tax Act, 1958.

2. Where an Income-tax Circle or Ward or part thereof stands transferred by this Notification from one Range to another, appeals arising out of the assessments made in these Income-tax Wards/Circles or parts thereof and pending immediately before the date from which this Notification takes effect, before the Deputy Commissioner of Income-tax (Appeals) from whose Range that Income-tax Ward/Circle or part thereof is transferred, shall, from the date from which this Notification shall take effect, be transferred to an dealt with by the Deputy Commissioner of Income-tax (Appeals) to whom the said Ward Circle or part thereof transferred.

3. This Notification shall take effect from 23-10-89.

[F. No. ITO/HQ/TECH/80/88-89]

SCHEDULE

1 2 3

(Annexed to the Notification No. 10/89-90 dt. 8-8-89)

Designation of CIT West Bengal	Designation of D.C (A)	Assessing Officer	1	2	3	
1. C.I.T. W.B. IV, Calcutta.	Deputy CIT(A) Range IV, Calcutta	A.C. Inv. Circle—3(1) ITO Ward—3(6) ITO Ward—3(1) ITO Ward—3(2) ITO Ward—3(3) ITO Ward—3(4) ITO Ward—3(5)			ITO Ward—18(5) ITO Ward—18(6) ITO Ward—18(7) ITO Ward—18(8) ITO Ward—18(9) ITO Ward—18(10) ITO Ward—20(6) A.C. Circle—18(2) A.C. Circle—18(3) A.C. Circle—18(4) A.C. Circle—18(5)	
2. Commissioner of Income-tax West Bengal-V, Calcutta.	Deputy CIT(A) Range XII Calcutta.	A.C. Inv. Circle—4(2) ITO Ward—4(9) ITO Ward—4(10) ITO Ward—4(11) ITO Ward—4(12) ITO Ward—4(13) ITO Ward—4(14) ITO Ward—4(15) ITO Ward—I Nadia ITO Ward—2 Nadia ITO Ward—1 Murshidabad ITO Ward—2 Murshidabad		4. Commissioner of Income-tax West Bengal-X, Calcutta.	Deputy CIT(A) Range VII, Calcutta.	AC. Inv. Circle—14(1) ITO Ward—14(10) ITO Ward—14(11) ITO Ward—14(12) ITO Ward—14(13) ITO Ward—14(14) ITO Ward—14(15) ITO Ward—14(16) ITO Ward—14(17) ITO Ward—14(18) ITO Ward—14(19)
—Do—	Deputy CIT(A) Range XIII, Calcutta	ITO Ward—14(20) ITO Ward—14(21) ITO Ward—14(22) ITO Ward—14(23) A.C. Circle—4(1) A.C. Inv. Cir.—4(1) ITO Ward—4(2) ITO Ward—4(3) ITO Ward—4(4) ITO Ward—4(7)		—Do—	Deputy CIT(A) Range XV, Calcutta	A.C. Inv. Circle—17(1) AC. Circle—17(1) ITO Ward—17(1) ITO Ward—17(2) ITO Ward—17(3) ITO Ward—17(4) ITO Ward—17(5) ITO Ward—17(6) ITO Ward—17(7) ITO Ward—18(11) ITO Ward—18(12) ITO Ward—18(13) ITO Ward—18(14) AC. Inv. Circle—18(1)
—Do—	Deputy CIT(A) Range XVII Calcutta.	ITO Ward—4(5) ITO Ward—4(1) ITO Ward—4(6) ITO Ward—4(8)		5. Commissioner of Income-tax West Bengal-XI Calcutta.	Deputy CIT(A) Range, Asansol	AC. Inv. Circle— I, Asansol AC. Circle— I Asansol ITO Ward— I Asansol ITO Ward— 2 Asansol
3. Commissioner of Income-tax West Bengal-V, Calcutta.	Deputy CIT(A) Range XI Calcutta.	ITO Ward—3(11) ITO Ward—3(12) ITO Ward—3(10) ITO Ward—3(7) ITO Ward—3(8) ITO Ward—3(9) AC Inv. Cir.—3(3) AC Circle—3(1)		5. Commissioner of Income-tax West Bengal-XI, Calcutta.	Deputy CIT(A) Asansol	ITO Ward—3 Asansol ITO Ward—4 Asansol ITO Ward—1 Durgapur ITO Ward—2 Durgapur ITO Ward—3 Durgapur ITO Ward—1 Burdwan ITO Ward—2 Burdwan ITO Ward—Suri ITO Ward—Bankura ITO Ward—Purulia ITO Ward—1 Midnapore ITO Ward—2 Midnapore ITO Ward—Haldia
—Do—	Deputy CIT(A) Range XIV	ITO Ward—11(1) ITO Ward—11(2) ITO Ward—11(3) ITO Ward—11(4) ITO Ward—11(5) ITO Ward—11(6) ITO Ward—11(7)				
Commissioner of Income-tax West Bengal-VI Calcutta.	Deputy CIT (A) Range XIV Calcutta.	ITO Ward—11(8) ITO Ward—11(9) ITO Ward—18(1) ITO Ward—18(2) ITO Ward—18(3) ITO Ward—18(4)				

CORRIGENDUM

Calcutta, the 29th November, 1989

(NOTIFICATION NO. 13/89-90)

S.O. 245.—In the Notification No. 9187/89-90 dt. 11th Sept. 1989 the I.T.O. Ward—Nadia should be read as

I.T.O. Ward-I, Nadia as mentioned in column No. 3 under the charge of C.I.T., W.B.—X, Calcutta and Deputy Commissioner of Income-tax, Range-17, Calcutta as referred in column No. 1 & 2, respectively.

[No. ITO/Hqrs./Co-ord/345/89-90]

A. K. KHOSH, Chief Commissioner of Income Tax (Admn.) and,

Chief Commissioner of Income Tax (TECH. I & II)

कार्यालय समाहृता केन्द्रीय उत्पाद शुल्क

इन्दौर, 9 जनवरी, 1990

प्रधिसूचना सं. 7/1990

का.आ. 246.—समाहृता केन्द्रीय उत्पाद शुल्क इन्दौर के श्री पी.पी. चवेरिया अधीक्षक, समूह "ब" निवारण आयु प्राप्त करने पर विनाक 31-12-89 को (अपराह्न में) शासकीय सेवा से निवृत हो गा।

[का.सं. II(3)/गोप/89/16]

बःलकृष्ण अग्रवाल, समाहृता

CENTRAL EXCISE COLLECTORATE

Indore, the 9th January, 1990

Notifications No. 7/1990

S.O. 246.—Shri P.P. Chaveria, Superintendent, Central Excise, Group 'B' of Indore Collectorate having attained the age of superannuation retired from Government service on 31-12-89 (A|N).

[C. No. II(3)8/Con/89/16]

B. K. AGARWAL, Collector

बारिणज्य संत्रालय

नई दिल्ली, 3 फरवरी, 1990

का.आ. 247 केन्द्रीय मरकार नियांति (क्वालिटी नियंत्रण और निरीक्षण) प्रधिनियम 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए मैसर्स के इसी इंटर-नियान्ति निमिटेड लाइन बहादुर शास्त्री मार्ग, कुरुक्षेत्र बम्बई-400070 में विनियम संचरण कराईने का नियांति से पूर्व निरीक्षण करने के लिए मैसर्स के इसी हन्टरसेन्टल निमिटेड को जिनका रजिस्ट्रीकृत कार्यालय लाइन बहादुर शास्त्री मार्ग, कुरुक्षेत्र बम्बई-400070 में स्थित है 20-9-1989 से तीन वर्ष की अवधि के लिए का.आ. 1485 तारीख 16-5-1981 के अनुसार प्रधिसूचित घरों के व्यापार रहते हुए अभिकरण, के रूप में मान्यता देती है।

[फाइल सं. 5(3)/90-ई प्राई एड ई पी]

MINISTRY OF COMMERCE

New Delhi, the 3rd February, 1990

S.O. 247.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a period of three years with effect from 20-9-1989 M/s. KEC International Limited having their registered office at Lal Bahadur Shastri Marg, Kurla, Bombay-400 070, as the agency, for inspection of transmission line towers manufactured at M/s. KEC International Limited, Lal Bahadur Shastri Marg, Kurla, Bombay-400070, prior to export, subject to the conditions notified vide S.O. 1485 dated 16-5-1981.

[F. No. 5(3)|90-EI & EP]

का.आ. 248.—केन्द्रीय सरकार, नियांति (क्वालिटी नियंत्रण और निरीक्षण) प्रधिनियम 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों ने प्रयोग करने हुए मैसर्स सीपीएस लिमिटेड कालांवा थाना-4000601 न विनियम इंटर्नेट मोटर (5.5 किलो वाट से 750 किलो वाट) का नियांति से पूर्व निरीक्षण करने के लिए मैसर्स सीपीएस लिमिटेड जिनका रजिस्ट्रीकृत कार्यालय 13-4-ए डा. ऐनी बेसेन्ट रोड, बल्ली, बम्बई-400018 में स्थित है 20-9-1989 से तीन वर्ष की अवधि के लिए का.आ. 3186 विनाक 20-9-1986 के अनुसार प्रधिसूचित घरों के व्यापार रहते हुए अभिकरण के रूप में मान्यता देता है।

[फाइल सं. 5(7)/86-ई प्राई एड ई पी]

S.O. 248.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises M/s. Siemens Ltd. having their registered office at 134-A, Dr. Annie Besant Road, Worli, Bombay-400018, as the agency for a further period of 3 years w.e.f. 20-9-1989, for inspection of electric motors (5.5 KW to 750 KW) manufactured at M/s. Siemens Ltd., Kalwa, Thana-400601 prior to export subject to the conditions notified vide S.O. No. 3186 dated 20-9-1986.

[F. No. 5(7)|86-EI & EP]

का.आ. 249.—केन्द्रीय सरकार, नियांति (क्वालिटी नियंत्रण और निरीक्षण) प्रधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, मैसर्स एस. जी. एस. इंडिया प्राइवेट लिमिटेड फोर्सर रोड कालांवा-533001, को (1) को तेल रहित चावल की भूसी और (2) हड्डियों का छूरा, सींग तथा खुरों का कालांवा में नियांति से पूर्व घुमाकरण के लिए 12 नवम्बर, 1989 से एक वर्ष की अवधि के लिए इन घरों के अधीन मान्यता देता है ताकि उक्त अभिकरण सेल रहित चावल की भूसी के नियांति (निरीक्षण) नियम 1966 के नियम 4 के उप-नियम (4) तथा हड्डियों का छूरा, सींग तथा खुरों के नियांति (निरीक्षण) नियम 1977 के नियम 5 के अन्तर्गत घुमाकरण का प्रमाण पत्र देने के लिए उक्त अभिकरण द्वारा प्रपनाई गई पद्धति की ओर करने के संबंध में नियांति निरीक्षण परियोग्य द्वारा मनोनीत किसी भी अधिकारी का पर्याप्त सुधाराएं देंगा।

[फाइल सं. 5/7/87-ई प्राई एड ई पी]

S.O. 249.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963, the Central Government hereby recognises for a period of one year with effect from 12th November, 1989 M/s. S.G.S. (India) Pvt. Ltd., Foreshore Road, Kakinada-533001 as an agency for the fumigation of (i) De-oiled Rice Bran and (ii) Crushed Bones, Horns and Hooves prior to their export at Kakinada subject to the condition that the said agency shall give adequate facilities to any officer nominated by the Export Inspection Council in this behalf to examine the method of fumigation followed by the said Agency in granting the certificate of fumigation under sub-rule (4) of rule 4 of the Export of De-oiled Rice Bran (Inspection) Rules, 1966 and rule 5 of the Export of Crushed Bones, Horns and Hooves (Inspection) Rules, 1977.

[F. No. 5/7/87-EI&EP]

का०अ० 250.—केन्द्रीय सरकार, नियंत्रण (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसेस फिल्मी टेस्ट हाउस, सोहना इंडस्ट्रीयल इस्टेट जी.टी. करनाल रोड फिल्मी-110033 को भारत सरकार के बाणिज्य मंत्रालय की अधिकृतता सं. का.आ. 270 तारीख 25 मार्च, 1966 के उपांच की अनुसूची में विनियिष्ट अकार्बनिक रसायनों का उनके नियात से पूर्व निरीक्षण करने के लिए 17 दिसम्बर 1989 से एक वर्ष की अवधि के लिए इन शर्तों के प्रधान अधिकरण के रूप में मान्यता देती है कि संगठन अकार्बनिक रसायनों के नियात (निरीक्षण) नियम 1966 के नियम 4 के उपनियम (4) के अन्तर्गत निरीक्षण प्रमाण-पत्र जारी करने के लिए नियत निरीक्षण परिषद के (कसा भा। अधिकारी को अधिकरण द्वारा अपनाई गई निरीक्षण का पदानंत का जाच करने के लिए समा नुविधाएँ देगा।

[फाइल सं. 5/12/88-ई आई एड ई पी]

S.O. 250.—In exercise of the powers conferred by subsection 1 of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a period of one year with effect from 17th December, 1989 M/s. Delhi Test House, Sohana Industrial Estate, G. T. Karnal Road, Delhi-110033 as an agency for inspection of Inorganic Chemicals specified in Schedule annexure to the notification of the Government of India, Ministry of Commerce No. S.O. 1270 dated the 25th March, 1966 prior to their export at Delhi subject to the condition that the organisation shall give adequate facilities to any officer nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by the said agency in granting the certificate of inspection under sub-rule (4) of rule 4 of the Export of Inorganic Chemicals (Inspection) Rules, 1966.

[File No S|12|88|EI&EP]

का.आ. 251:—केन्द्रीय सरकार, नियंत्रण (क्वालिटी नियंत्रण और निरीक्षण), अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसेस फिल्मी टेस्ट हाउस सोहना, इंडस्ट्रीयल इस्टेट, जी.टी. करनाल रोड फिल्मी-110033 को कपड़े धोने के साथून का नियात से पूर्व निरीक्षण करने के लिए 17 दिसम्बर, 1989 से एक वर्ष की अवधि के लिए इन शर्तों के प्रधान अधिकरण के रूप में मान्यता देती है कि संगठन कपड़े धोने के साथून का नियात (निरीक्षण), नियम 1966 के नियम 4 के उपनियम (4) के अन्तर्गत नियात निरीक्षण परिषद के किसी भी अधिकारी को प्रमाण-पत्र जारी करने के लिए अधिकरण द्वारा अपनाई गई निरीक्षण प्रणाली का जाच करने के लिए पर्याप्त सुविधाएँ देगा।

[फाइल सं. 5/12/88-ई आई एड ई पी]

S.O. 251.—In exercise of the powers conferred by subsection (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a period of one year with effect from 17th December, 1989 M/s. Delhi Test House, Sohana Industrial Estate, G. T. Karnal Road, Delhi-110033 as an agency for inspection of Laundry Soap prior to export at Delhi subject to the condition that the organisation shall give adequate facilities to any officer nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by the said agency in granting the certificate of inspection under sub-rule (4) of rule 4 of Export of Laundry Soap (Inspection) Rules, 1966.

[File No. 5|12|88|EI&EP]

का.आ. 252.—केन्द्रीय सरकार, नियंत्रण (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसेस फिल्मी टेस्ट हाउस सोहना, इंडस्ट्रीयल इस्टेट जी.टी. करनाल रोड, फिल्मी-110033 को यहां उससे उपांच अनुसूची में विनियिष्ट कार्बनिक रसायनों का नियात से पूर्व निरीक्षण करने के लिए 17 दिसम्बर, 1989 से एक वर्ष की अवधि के लिए इन शर्तों के प्रधान अधिकरण के लिए अन्तर्गत नियात निरीक्षण परिषद के किसी भी अधिकारी को नियंत्रण प्रमाण-पत्र जारी करने के लिए अधिकरण द्वारा अपनाई गई नियंत्रण प्रणाली का जाच करने के लिए पर्याप्त सुविधाएँ देगा।

मान्यता

1. एसिटिक एसिड
2. हाईड्रोक्वीनान
3. ओक्सालिक एसिड
4. नेपथोसीन
5. बेनजीन
6. एन्थोसीन
7. टॉलुइन
8. एथिल एस्टर्स
9. जाईलिन
10. सोसियम साईट्रेट

[फाइल सं. 5/12/88-ई आई एड ई पी]

ए.के. चौधुरी, निवेशक

S.O. 252.—In exercise of the powers conferred by subsection (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a period of one year with effect from 17th December, 1989 M/s. Delhi Test House, Sohana Industrial Estate, G. T. Karnal Road, Delhi-110033 as an agency for inspection of Organic Chemicals specified in Schedule annexed hereto prior to export at Delhi subject to the condition that the organisation shall give adequate facilities to any officer nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by the said agency in granting the certificate of inspection under sub-rule (4) of rule 4 of the Export of Organic Chemicals (Inspection) Rule, 1966.

SCHEDULE

1. Acetic Acid.
2. Hydroquinone.
3. Oxalic Acid.
4. Napthalene.
5. Benzene.
6. Anthracene.
7. Toluene.
8. Ethyl Alcohol.
9. Xylene.
10. Sodium Citrate.

[File No. 5|12|88|EI&EP]

A. K. CHAUDHURI, Director

(मुख्य नियंत्रक आयात-नियंत्रण का कार्यालय)

आदेश

नई दिल्ली, 9 जनवरी, 1990

का.आ. 253.—मैसर्स एच.सी.एल. लि. 808, सिद्धार्थ, 96, नेहरू प्लैट, नई दिल्ली-110019 को पूँजीगंग सामान के आयात हेतु 48,21,700/- (स्वीडिंग क्रोनर 184,825 अमेरिकी डालर 139,838 पौंड 14,481 येन 17,961,600) के लिए 7.12.88 का एक आयात लाइसेंस सं. पी/सी/जी/2124528 स्वीकृत किया गया था। फर्म ने सं.नामांक प्रयोजन प्रति जोकि खो गई था गुम हो गई है, को दूसरी प्रति जारी करने के लिए आवेदन किया है। आगे यह भी कहा गया है कि काश्योग को किरी भी सीमांशुलक प्राधिकारी से पंजाहन नहीं कराया गया है और इन प्रकार से उसका बिलफुल प्रयोग नहीं किया गया है। आयात लाइसेंस की सीमांशुलक प्रयोजन प्रति की दूसरी प्रति सीमांशुलक से माल को निकासी हेतु अपेक्षित है।

2. अपने इस बाये के अनुमत्यन में लाइसेंसदातक ने नोटरी पब्लिक, दिल्ली के समझ विधिवत् शपथ लेते हुए स्टाम्प पेर पर एक हस्तकानाम प्रस्तुत किया है। तरनुसार, मैसन्टुट हूँ कि 7-12-28 के आयात लाइसेंस सं. पी/सी/जी/2124528 को मूँज संमांशुलक प्रयोजन प्रति कम से खो गई है या गुम हो गई है। 7-12-1955 के यथासंशोधित आयात (नियन्त्रण) आदेश, 1955 की उपचारा 9(सं. नी) के अन्तर्गत प्रदत्त ग्राहितयों का प्रयोग करते हुए मैं एच.सी.एल.लि. 808, सिद्धार्थ, 96, नेहरू प्लैट, नई दिल्ली-110019 को 48,21,700/- स्पष्ट के लिए जारी 7-12-88 के उक्त आयात लाइसेंस सं. पी/सी/जी/2124528 की सीमांशुलक प्रयोजन प्रति को एमदारा रद्द किया जाना है।

3. उक्त आयात लाइसेंस की सीमांशुलक प्रयोजन प्रति की दूसरी प्रति पाई को अलग से जारी की जा रही है।

[सं. सी.जी.-3/92/6-8-8-89]

र्दा.आर. अहरू, उप मुख्य नियंत्रक, आयात-नियंत्रण

(Office of the Chief Controller of Imports & Exports)

ORDER

New Delhi, the 9th January, 1990

S.O. 253.—M/s. HCL Ltd., 808, Sidharth, 96, Nehru Place, New Delhi-110019 were granted Import Licence No. P|CG|2124528 dated, 7-12-88 for 48,21,700 (S. K.R. 184,825 US\$ 139,838 £ 14,481 Yen 17,961,600 for import of Capital Goods. The firm has applied for issue of duplicate copy of Customs Purpose which has been lost or misplaced. It has further been stated that the licence has not been registered with any customs authority and utilised at all. Duplicate copy of Custom Purpose of import licence is required to clear the goods from the Customs.

2. In support of their contention, the licensee has filed an affidavit on stamped paper duly sworn in before a Notary Public, Delhi. I am accordingly satisfied that the original Custom Purpose copy of Import Licence No. P|CG|2124528 dated 7-12-88 has been lost or misplaced by the firm. In exercise of the powers conferred under sub-clause 9(cc) of the Import (Control) Order, 1955 dated 7-12-1955 as amended the said Custom Purpose copy of Import Licence No. P|CG|2124528 dated 7-12-88 for Rs. 48,21,700 issued to M/s. HCL Ltd., 808, Sidharth, 96, Nehru Place, New Delhi-110019 is hereby cancelled.

3. Duplicate Custom Purpose copy of the said import licence is being issued to the party separately.

[No. CG.III|932|88-39]

B. R. AHIR, Dy. Chief Controller of Imports & Exports

[मंत्रिवत् मुख्य नियंत्रक, आयात-नियंत्रण का कार्यालय, (केंद्रीय लाइसेंसिंग क्षेत्र)
नियंत्रण अधिकारी

नई दिल्ली, 21 दिसम्बर, 1989

का.आ. 254.—मैसर्स इंडिन इम्पांड फार्मसूटिकल लि., आर्ट. डी. पी. एल. कम्पनीस, द्रुदहिरा, रिनों गडगाव रोड, गढगाव -122016 को कॉर्निन 15/श 2000 कि.ग्रा. के नियंत्रण के लिए 1900000/- रु. के एफ.ओ. बी.सी.एल के आधार के गाथ (1) कूप्रानिताइक्षण नाईट 3520 कि.ग्रा. (2) बूटानील 3220 कि.ग्रा. (3) मोडियम लाई-नाईट 1608 कि.ग्रा. (4) मोडियम मैथेक्सोइड 3020 कि.ग्रा. (5) निकल एल्यूमिनियम एलॉप्ज 1744 कि.ग्रा. (6) मोनो मोडियम गुलटोमेट 3160 कि.ग्रा. (7) पैग निट्रो बैन्कोयक एमिक्स 3360 कि.ग्रा. इस्तादि के आयात के लिए 555700/- रु. का एक अधिकारी नाइटेंस सं. पी/एल/0420378 दिनांक 11-12-85 तथा डीईरी बुक दोनों के नियंत्रण का आदेश देता है।

फर्म ने अधिकारी नाइटेंस सं. पी/एल/0420378 दिनांक 11-12-85 तथा डीईरी बुक सं.-015892 दिनांक 10-2-86 दोनों बिना उपयोग के अव्याप्ति कर दिया है।

शाज तक यथा संशोधित आयात (नियन्त्रण) आदेश, 1955 दिनांक 7-12-55 के खंड 9(सं.) के अन्तर्गत प्रदत्त अधिकारी का प्रयोग करते हुए मैं एतदारा कथित लाइसेंस तथा डीईरी बुक दोनों के नियंत्रण का आदेश देता हूँ।

[का. सं. एड्योस/नाईट/पूर्णीश्वर/72/एएम-86/एएलएस-2/सीएलए]

OFFICE OF THE JOINT CHIEF CONTROLLER OF IMPROTS & EXPORTS (CENTRAL LICENCING AREA)

CANCELLATION ORDER

New Delhi, the 21st December, 1989

S.O. 254.—M/s. Indian Drugs & Pharmaceuticals Ltd, IDPL Complex Dundahera, Delhi Gurgaon Road, Gurgaon-122016 was granted an Advance Licence No. P|L|0420378 dt. 11-12-85 and DEEC Book No. 015892 dt. 10-2-86 for Rs. 5,55,700 for import of (1) Coanidine Nitrate 3520 Kgs (2) Butanol 3220Kgs (3) Sodium Cyanide 1608 Kgs. (4) Sodium Methaxoate 3020 Kgs. (5) Nickel aluminium alloy 1744Kgs. (6) Mono Sodium Glutamate 3160Kgs. (7) Paracetamol Benzoic Acid 3360Kgs. ETC. with an obligation for FOB Value of Rs. 19,00,000 to export Folic Acid 2000Kgs.

The firm has returned both copies of Advance Licence No. P|L|0420378 dt. 11-12-85 and DEEC Book No. 015892 dt. 10-2-86 unutilised.

In exercise of the powers conferred on me under section 9(d) of the Import (Control) order, 1955 dt. 7-12-55 as amended upto date, I hereby order cancellation of the said both copies of Advance Licence and DEEC Book.

[F. No. ADV.|LIC|IDES|72/AM86/ALS.II/CLA]

निरसन आदेश

का. आ. 255—मैसर्स ऐसेन डेन्की, 22 छन्दल्ड्रियल प्रिंटिंग, कोम 2, चांडीगढ़ 160002 को (1) डी कवर्स 95 बेज 3300 पीस (2) डी कवर्स 15 बेज 2300 पीस (3) डी कवर्स 25 बेज 5500 पीस (4) डी कवर्स 37 बेज 1300 पीसों के नियात के लिए 49500/- रु. के एफ. ओ. वी. मूल्य के भासार के साथ 183.74 कि. ग्रा. पर्सों प्लास्टिक प्रिंटिंग लाइसेंस सं. पी./एल/1999677 विनांक 5-2-87 तथा डी. ई. ई. सी. बुक सं. 001207 प्रदान किया गया था।

फर्म ने अधिम लाइसेंस सं. पी./एल/1999677 विनांक 5-2-87 तथा डी. ई. सी. बुक सं. 001207 विनांक 5-2-87 दोनों अस्थर्पित कर दिए हैं।

आज तक यथा संशोधित आयात (नियंत्रण) आदेश 1955 विनांक 7-12-55 के खंड 9(डी) के अंतर्गत प्रदत्त अधिकारों का प्रयोग करते हुए मैं एतबहारा उक्त अधिम लाइसेंस तथा डीईसी बुक दोनों के निरसन का आदेश देता हूँ।

[का. सं. एड्वांस/लाई./यूईईएस/156/एएम-86/एएलएम-2/सीएलए]

CANCELLATION ORDER

S.O. 255.—M/s. Essen Deinki, 22 Industrial Area, Phase II, Chandigarh-160002 was granted an Advance Licence No. P/L/1999677 dt. 5-2-87 and DEEC Book No. 001207 for Rs. 12,000 for import of 183.74 Kgs. of Thermo Plastic Polyester Resin Arnitee|Valox with an obligation for FOB Value of Rs. 49,500 to export (1), 'D' covers 9 ways 3300 Pcs. (2) D Covers 37 ways 1300 Pcs.' Covers ways 5500 Pcs. (4) D Covers 37 ways 1300 Psc.'

The firm has surrendered both copies of Advance Licence No. P/L/1999677 dt. 5-2-87 and DEEC Book No. 001207 dt. 5-2-87.

In exercise of the powers conferred on me under section 9(d) of the Import (Control) order, 1955 dt. 7-12-55 as amended upto date. I hereby order cancellation of the said both copies of Advance Licence and DEEC Book.

[F. No. ADV./LCI/UDES/156/AM.86\$ALS.11CLA]

निरसन आदेश

का. आ. 256—मैसर्स फिक्सपैन हैंजीनियर्स प्रा. लि., हैंग भवन, विंग 1, याउन्ड फ्लोर, बहादुरगाह जफर मर्ग, नई दिल्ली 110002 को मैलाइन 25% ऊर्ध्वा. डीपो के 200 मी. टन के नियात के लिए 2970000/- रु. के एफ. ओ. वी. मूल्य के भासार के साथ (1) 27.552 मी. टन कोमफोर्म लेन्टा मल्फाईड (2) 20.72 मी. टन मलाह्त एनहाईड्राइट के आयात के लिए 710000/- रु. का एक अधिम लाइसेंस सं. पी./एल/3146507 विनांक 25-2-86 तथा डीईसी बुक सं. 015903 विनांक 25-2-86 प्रदान किया गया था।

फर्म ने अधिम लाइसेंस सं. पी./एल/3146507 विनांक 28-2-86 तथा डीईसी सं. 015903 विनांक 25-2-86 दोनों विना उपयोग किये अस्थर्पित कर दिए हैं।

आज तक यथा संशोधित आयात (नियंत्रण) आदेश, 1955 विनांक 7-12-55 के खंड 9(डी) के अंतर्गत प्रदत्त अधिकारों का प्रयोग करते हुए मैं एतबहारा उक्त अधिम लाइसेंस तथा डीईसी बुक दोनों के निरसन का आदेश देता हूँ।

[का. सं. एड्वांस/लाई./यूईईएस/283/एएम-86/एएलएस-2/सीएलए]

“CANCELLATION ORDER”

S.O. 256.—M/s. Hindustan Inseceticides Limited, Hans Bhawan Wing-1, Ground Floor, Bahadur Shah Zafar Marg, New Delhi-2 was granted an Advance Licence No. P/L/3146507 dt. 25-2-86 and DEEC Book No. 015903 dt. 25-2-86 for Rs. 7,10,000 for import of (1) 27.552 M.T. of Phosphorous Penta Sulphide (2) 20.72 M.T. of Malic Anhydride with an obligation for FOB Value of Rs. 29,70,000 to export 200 M.T. of Malathion 25% WDP.

The firm has returned both copies of Advance Licence No. P/L/3146507 dt. 25-2-86 and DEEC Book No. 015903 dt. 25-2-86 unutilised.

In exercise of the powers conferred on me under section 9(d) of the Import (Control) order, 1955 dt. 7-12-55 as amended upto date. I hereby order cancellation of the said both copies of Advance Licence and DEEC Book.

[F. No. ADV./LIC/CUDES/283/AM.86/ALS.II/CLA]

निरसन आदेश

नई दिल्ली, 26 दिसम्बर, 1989

का. आ. 257—मैसर्स फिक्सपैन हैंजीनियर्स प्रा. लि., 71, नेहरू प्लैस, नई दिल्ली 110019 को पी. वी. सी. वाटर स्टीप हृत्यादि नियात के लिए 56955/- रु. के एफ्रोवी मूल्य के नियात भासार के साथ (1) डीपोर्पी 1. 647 मि. टन (2) पी. वी. सी. रेजिन 1. 647 मि. टन के आयात के लिए 42882/- रु. का एक अधिम लाइसेंस सं. पी./एल/3228746 विनांक 17-3-88 तथा डी. ई. सी. बुक सं. 002683 प्रदान किया गया था।

फर्म ने अधिम लाइसेंस सं. पी./एल/3228746 विनांक 17-3-88 तथा डी. ई. सी. बुक सं. 002683 विनांक 17-3-88 दोनों विना उपयोग के अस्थर्पित कर दिए हैं।

आज तक यथा संशोधित आयात (नियंत्रण) आदेश 1955 विनांक 7-12-55 के खंड 9(डी) के अंतर्गत प्रदत्त अधिकारों का प्रयोग करते हुए मैं कथित अधिम लाइसेंस तथा डीईसी बुक दोनों के निरसन का आदेश देता हूँ।

[का. सं. एड्वांस/नाई./यूईईएस/132/एएम-88/एएलए-2/सं.ए.ए.]

“CANCELLATION ORDER”

New Delhi, the 26th December, 1989

S.O. 257.—M/s FIXOPAN ENGINEERS JVT. LTD., 71, NEHRU PLACE, NEW DELHI-110019 was granted an Advance Licence No. P/L/3228746 dt. 17-3-88 and DEEC BOOK NO. 002683 for Rs. 42,882/- for import of (1) DOP = 1.647M.T. (2). PVC RESIN = 1.647M.T. with an obligation for FOB Value of Rs. 56.955/- to export PVC WATERSTOP ETC.

The firm has surrendered both copies of Advance Licence No. P/L/3228746 dt. 17-3-88 and DEEC Book No. 002683 dt. 17-3-88 unutilised.

In exercise of the powers conferred on me under section 9(d) of the Import (Control) order 1955 dt. 7-12-55 as amended upto date. I hereby order cancellation of the said both copies of Advance Licence and DEEC Book.

[F. No. ADV./LIC/UDES/132/AM.88/ALS.IITCLA]

निरसन आदेश

का. आ. 258—मैसर्स डीनीएम, लि., बाड़ा हिन्दु राव, पोस्ट बाक्स नं. 1350, विल्ली 110006 को 5000 घंटन तौलिये (5604 कि. ग्रा.) के नियात के लिए 298850/- रु. के एफ्रोवी मूल्य के नियात

आज तक यथा साथ 1018 कि.ग्रा. पॉलिएस्टर फाईबर (1.4 डोनियर्स) के आयात के लिए 18530/- रु. का एक प्रतिम लाइसेन्स सं. पी/एल/3162492 दिनांक 8-1-88 तथा डी ई ई सी बुक संख्या 002579 दिनांक 8-1-88 प्रदान किया गया था।

फर्म ने विना उपयोग के प्रतिम लाइसेन्स सं. पी/एल/3162492 दिनांक 8-1-88 तथा डी ई ई सी सं. 002579 दिनांक 8-1-88 दोनों अप्रयोजित प्रभावित कर दिए हैं।

आज तक यथा संशोधित आयात (नियंत्रण) आदेश, 1955 दिनांक 7-12-55 के खंड 9(झा) के अन्तर्गत प्रदत्त अधिकारों का प्रयोग करते हुए मैं एतद्वारा कठित प्रतिम लाइसेन्स तथा डी ई ई सी बुक दोनों के नियन्त्रण का आदेश देता हूँ।

[का. सं. एडवाइस/नाई/पूषीईएस/258/एएम-8/एएलएस-2/सीए.एण]

CANCELLATION ORDER

S.O. 258.—M/s. DCM LIMITED BARA HINDU RAO, POST BOX NO. 1350 DELHI-110006 was granted an Advance Licence No. P/L/3162492 dt. 8-1-88 and DEEC Book No. 002579 dt. 8-1-88 for Rs. 18,530/- for import of 1018 Kgs. of Polyester Fibre (1.4 Daniers) with an obligation for FOB Value of Rs. 2,98,850/- to export 5000 Dozens of Towels (5604 Kgs.).

The firm has surrendered both copies of Advance Licence No. P/L/3162492 dt. 8-1-88 and DEEC Book No. 002579 dt. 8-1-88 unutilised.

In exercise of the powers conferred on me under section 9(d) of the Import (Control) Order, 1955 dt. 7-12-55 as amended upto date. I hereby order cancellation of the said both copies of Advance Licence and DEEC Book.

[File No. Adv/Lic/UDES/258/AM-88|ALS-II|CLA]

नियन्त्रण आदेश

का. आ. 259—संसम डी. सी. एम. एल., बाड़ा हिन्दुराय, पोस्ट बाक्स नं. 1350, दिल्ली 110006 को 25000 दर्जन लौप्पिये (25540 कि.ग्रा.) के नियात के लिए 1360670/- रु. के एफ.ओ.बी. मूल्य के नियंत्रित आमार के साथ पॉलिएस्टर फाईबर (1.4 डोनियर्स) 4632 कि.ग्रा. के आयात के लिए 84300/- रु. का एक प्रतिम लाइसेन्स सं. पी/एल/3162491 दिनांक 8-1-88 तथा डी ई ई सी बुक सं. 002578 दिनांक 8-1-88 प्रदान किया गया था।

फर्म ने प्रतिम लाइसेन्स सं. पी/एल/3162491 दिनांक 8-1-1988 तथा डी ई ई सी बुक सं. 002578 दिनांक 8-1-1988 दोनों अप्रयोजित प्रभावित कर दिए हैं।

आज तक यथा संशोधित आयात (नियंत्रण) आदेश, 1955 दिनांक 7-12-55 के खंड 9(झा) के अन्तर्गत प्रदत्त अधिकारों का प्रयोग करते हुए मैं एतद्वारा कठित प्रतिम लाइसेन्स तथा डी ई ई सी बुक की दोनों प्रतिमों के नियन्त्रण का आदेश देता हूँ।

[का. सं. एडवाइस/नाई/पूषीईएस/306/एएम-8/एएलएस-2/सीएलएस]

एन. श्री. अग्निहोत्री, उपमुख्य नियंत्रक, आयात व नियात कौन संयुक्त मुख्य नियंत्रक, आयात व नियात

CANCELLATION ORDER

S.O. 259.—M/s. DCM LIMITED, BARA HINDU RAO, POST BOX NO. 1350 DELHI-110006 was granted an Advance Licence No. P/L/3162491 dated 7-1-88 and DEEC Book No. 002578 dt. 8-1-88 for Rs. 84,300 for import of Polyester Fibre (1.4 Danier) 4632 kgs. with an obligation for FOB value of Rs. 13,60,670 to export 25,000 Dozens of Towels (25,546 Kgs.).

The firm has surrendered both copies of Advance Licence No. P/L/3162491 dt. 8-1-88 and DEEC Book No. 002578 dt. 8-1-88 unutilised.

In exercise of the powers conferred on me under section 9(d) of the Import (Control) Order, 1955 dt. 7-12-55 as amended upto date. I hereby order cancellation of the said both copies of Advance Licence and DEEC Book.

[File No. Adv/Lic/UDES/306/AM-88|ALS-II|CLA]

N.D. AGNIHOTRI, Dy. Chief Controller of Imports & Exports, for Jt. Chief Controller of Imports & Exports

पैट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 11 जनवरी, 1990

का. आ. 260—यह: पैट्रोलियम और खनिज पाइपलाइन भूमि में उपयोग के अधिकार का अंतिम अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के प्रधीन भारत सरकार के पैट्रोलियम और प्राकृतिक गैस मंत्रालय की प्रधिमूच्चना का. आ. सं. 2505 तारीख 7-10-89 द्वारा बेंद्रीय सरकार ने उस प्रधिमूच्चना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों की विलाने के लिए अर्जित करने का अपना आमाय घोषित कर दिया था।

प्रीर यह: मध्यम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के प्रधीन सरकार को रिपोर्ट दी है।

प्रीर यह, यह: केंद्रीय सरकार ने उक्त रिपोर्ट पर विचार करते के पश्चात् इस प्रधिमूच्चना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन विलाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

अब, अब: उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त अधिकार का प्रयोग करते हुए केंद्रीय सरकार एतद्वारा घोषित करते हैं कि इस प्रधिमूच्चना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन विलाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

प्रीर यह: उक्त धारा की उपधारा (4) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए केंद्रीय सरकार निर्वेश देती है कि उक्त भूमियों में उपयोग का अधिकार केंद्रीय सरकार में निश्चित होने के बजाय तेल और प्राकृतिक गैस आयोग में, गजी वाधाओं से मूलतः रूप में, बोयलर के प्रकालन की इस तारीख को निहित होगा।

अनुसूची

द्वेष्ट 6 से द्वेष्ट डॉलर एच. आई तक पाइप लाइन विलाने के लिए राज्य गुजरात जिला भरुच तालुका वागरा

गांव	ठाना नं.	हेक्टर	आर.	मेट्रियर
कोलीयाद	1	00	82	55

[सं. आरो 11027/80/89-ओ एन जी. डी-III]

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 11th January, 1990

S.O. 260.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 2505 dated 7-10-89 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And, whereas, the Competent Authority has under sub-section (1) of the Section 6 of the said Act, submitted report to the Government;

And, further, whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And, further, in exercise of power conferred by sub-section (4) of section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil and Natural Gas Commission free from encumbrances.

SCHEDULE

STATE : GUJARAT DISTRICT : BHARUCH TALUKA : Vagra

Village	Block No.	Hectare	Are	Centiare
Koliyad	1	00	82	55

[No. O-11027/80/89 ONG-D-III]

का. आ. 261—यतः पेट्रोलियम और अधिकार पाइपलाइन भूमि में उपयोग के प्रधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के प्रधीन भारत सरकार पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का, आ. सं. 2500 तारीख 7-10-89 द्वारा केन्द्रीय सरकार ने उम प्रधिसूचना से संलग्न अनुमति से विनियिष्ट भूमियों में उपयोग के प्रधिकार को पाइपलाइनों को बिछाने के लिए प्रक्रिया करने का अपना आधार घोषित कर दिया था।

और यतः सभी प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा 1 के प्रधीन सरकार को रिपोर्ट दे दी है।

और आगे यहः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् उम प्रधिसूचना से संलग्न अनुमति से विनियिष्ट भूमियों में उपयोग का प्रधिकार प्रक्रिया करने का विनियवय किया है।

अब, यतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार पाइपलाइन घोषित करती है कि इस प्रधिसूचना में संलग्न अनुमति में विनियिष्ट उक्त भूमियों में उपयोग का प्रधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एक्सडाइ अर्जित किया जाता है।

और आगे उम धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का प्रधिकार केन्द्रीय सरकार में निहित होने की बजाय ऐसे और प्राकृतिक गैस आयोग में, गर्भी आधारों में सूक्त रूप में, घोषणा के प्रकाशन की जैसे तारीख को निर्दिष्ट होगा।

अनुमति

अन्देरा से जिको तक पाइप लाइन बिछाने के लिए।

राज्य गुजरात जिला नियम नियमिका बड़ोदरा

नाम	मर्जन नं.	हेक्टर	आर.	मेन्ट्रीयर
1	2	3	4	5
अंकोड़िया	412/2	0	06	97
	412/1	0	00	80

	1	2	3	4	5
	411	0	08	25	
	410	0	05	20	
	413/1	0	04	25	
	413/2	0	07	31	
	408	0	01	27	
	407	0	15	10	
	406	0	02	77	
	405	0	17	40	
	367	0	03	85	
	397	0	16	80	
	372	0	01	11	
	373	0	02	00	
	376	0	04	14	
	375/1	0	06	74	
	375/2	0	06	74	
	378	0	09	25	
	379/1	0	08	51	
	389/1	0	05	95	
	389/2	0	13	15	
	389/3	0	15	47	
	382	0	00	95	
	381	0	15	50	
	387	0	03	75	
	388	0	11	76	
	326	0	16	83	

[सं. आ-11027/75/89-गोटर्नरी-III]

S.O. 261.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 2500 dated 7-10-89 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And, whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And, further, whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And, further, in exercise of power conferred by sub-section (4) of Section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil and Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from Undra to GIPCO

State : Gujarat District & Taluka : Vadodara

Village	Survey No.	Hectare	Are	Centiare
1	2	3	4	5
ANKODIA	412/2	0	06	97
	412/1	0	00	80
	411	0	08	25

1	2	3	4	5	1	2	3	4	5
	410	0	05	20		1582/1	0	11	50
	413/1	0	04	25		1582/3	0	12	60
	413/2	0	07	31		1583	0	01	40
	408	0	01	27		1584/1	0	04	00
	407	0	15	10		1584/2	0	12	00
	406	0	02	77		1655	0	07	70
	405	0	17	40		1654	0	13	60
	367	0	03	85		1653/2	0	01	56
	397	0	16	80		1653/1	0	09	20
	372	0	01	11		1667/5	0	11	40
	373	0	02	00		1652	0	06	25
	376	0	04	14		1738	0	01	30
	375/1	0	06	74		1667/1	0	09	40
	375/2	0	06	80		1667/2	0	01	00
	378	0	09	25		1669/पी	0	17	65
	379/1	0	08	51		1729	0	00	40
	389/1	0	05	95		1730	0	04	05
	389/2	0	13	15		1766/पी	0	01	20
	389/3	0	15	47					
	382	0	00	95					
	381	0	15	50					
	387	0	03	75					
	388	0	11	76					
	326	0	16	83					

[सं. श्रो-11027/78/89-ओएनजी-शी-III]

[No. O-11077/75/89-ONG-D-III]

का, आ 262—यतः पेट्रोलियम और खनिज पाइपलाइन भूमि में उपयोग के प्रधिकार के प्रज्ञन प्रधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का, आ सं. 2503 तारीख 15-9-89 द्वारा केन्द्रीय सरकार ने उस संतुलन अनुसूची में विनियिट भूमियों में उपयोग के प्रधिकार को पाइपलाइनों की विछाने के लिए प्रज्ञन करने वाला अपना आशय घोषित कर दिया था;

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात हम अधिसूचना में संतुलन अनुसूची में उपयोग का अधिकार प्रज्ञन करने का विनियिट किया है;

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात हम अधिसूचना में संतुलन अनुसूची में उपयोग का अधिकार प्रज्ञन करने का विनियिट किया है;

अब, प्रतः उक्त प्रधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदल शक्ति का प्रयोग करने द्वारा केन्द्रीय सरकार पत्रद्वारा घोषित करती है कि इस अधिसूचना में संतुलन अनुसूची में विनियिट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन विछाने के प्रयोग के लिए पत्रद्वारा प्रज्ञन किया जाता है;

और, आगे उस धारा की उपधारा (4) द्वारा प्रदल शक्तियों का प्रयोग करने द्वारा केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निश्चित होने की बजाय नेत्र और प्राकृतिक गैस आयोग में, सर्वी बाबाओं से मूक्त रूप में, घोषणा के प्रकारण की हम तारीख को निश्चित होगा।

अनुसूची

के, एन. के. केस II की पाइप लाइन विछाने के लिए

राज्य : गुजरात जिला : खेड़ा तालुका : आनन्द

गांव	मर्व नं.	हेक्टेयर	आर.	संटीयर
1	2	3	4	5
करमसद	1569	0	00	25
	1573/2	0	00	40
	1572	0	18	00
	1581	0	03	65
	1582/1	0	11	50
	1582/3	0	12	60
	1583	0	01	40
	1584/1	0	04	00

S.O. 262.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 2503 dated 15-9-89 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And, whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And, further, whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said kinds specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And, further, in exercise of power conferred by sub-section (4) of section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil and Natural Gas Commission free from encumbrances.

SCHEDULE

PIPELINE FROM K.N.K. PHASE II

State : Gujarat District : Khetra Taluka : Anand

Village	Survey No.	Hectare Acre	Cn. tire	
1	2	3	4	5
KARAMSAD	1569	0	00	25
	1573/2	0	00	40
	1572	0	18	00
	1581	0	03	65
	1582/1	0	11	50
	1582/3	0	12	60
	1583	0	01	40
	1584/1	0	04	00

1	2	3	4	5
	1584/2	0	12	00
	1655	0	07	70
	1654	0	13	60
	1653/2	0	01	56
	1653/1	0	09	20
	1667/5	0	11	40
	1652	0	06	25
	1738	0	01	30
	1667/1	0	09	40
	1667/2	0	01	00
	1569/P	0	17	65
	1729	0	00	40
	1730	0	04	05
	1766/P	0	01	20

[No. O-11027/78/89-ONG-D-III]

का, आ. 263—यस: पेट्रोलियम और खनिज पाइपलाइन भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अंतर्गत भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का, आ. सं. 2140 सारीख 9-9-89 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में वित्तिविष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिलाने के लिए अर्जित करने का अध्याय घोषित कर दिया था;

और वह सकारात्मक ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट के बी है;

और प्रागे, यह: केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात इस अधिसूचना से संलग्न अनुसूची में वित्तिविष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विवरण किया है;

अब इन: उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रवत शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की वजाय तेल और प्राकृतिक गैस प्रायोग में, सभी आधारों से मूलत रूप में, वायना के प्रकाशन की इस सारीख की निहित होगा।

और प्रागे उस धारा की उपधारा (4) द्वारा प्रवत शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की वजाय तेल और प्राकृतिक गैस प्रायोग में, सभी आधारों से मूलत रूप में, वायना के प्रकाशन की इस सारीख की निहित होगा।

अनुसूची

चोकारी 'टी' बिन्डु से जिप्पो तक पाइप लाइन बिलाने के लिए।

ग्राम: गुजरात जिला: बड़ोवरा तालुका: पादरा

गांव	मर्बे नं.	हेक्टेयर	मार.	सेन्टी.
1	2	3	4	5
चोकारी	330/ए	0	01	00
	321	0	16	20
	316	0	11	64
	317/2	0	10	07
	315/2	0	09	00
	314/2	0	05	20
	313/1/2	0	29	20
	Cart track	0	01	20
	225	0	10	50
	224/2	0	13	60
	223/1	0	11	60
	221/1	0	09	70
	Cart track	0	04	00
	209	0	00	10
	210	0	02	51
	212, 213, 214	0	24	78
	कार्ड्रेक	0	01	20

1	2	3	4	5
	225	0	10	50
	224/2	0	13	60
	223/1	0	11	60
	221/1	0	09	70
	कार्ड्रेक	0	04	00
	209	0	00	10
	210	0	02	51
	212, 213,	0	24	78
	214	0	24	78

[स. ओ-11027/64/89-ओन जी-डी-III]

S.O. 263.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 2140 dated 9-9-89 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And, whereas, the Competent Authority has under sub-section (1) of Section 6 of the said, submitted report to the Government;

And, further, whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And, further, in exercise of power conferred by sub-section (4) of Section 6 of the said Act, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil and Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from Chokari T. Point to GJCO

State : Gujarat District : Vadodara Taluka : Padra

Village	Survey No.	Hectare Are	Centiare
CHOKARI	330/A	0	01 00
	331	0	16 20
	316	0	11 64
	317/2	0	10 07
	315/2	0	09 00
	314/2	0	05 20
	313/1/2	0	29 20
	Cart track	0	01 20
	225	0	10 50
	224/2	0	13 60
	223/1	0	11 60
	221/1	0	09 70
	Cart track	0	04 00
	209	0	00 10
	210	0	02 51
	212, 213, 214	0	24 78

[No. O-11027/64/89-ONG-D-III]

का. आ. 264--यतः पेट्रोलियम और खनिज पाइपलाइन भूमि में उपयोग के अधिकार का अर्जन अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. सं. 2506 तारीख 7-10-89 द्वारा केन्द्रीय सरकार ने उस अधिसूचना के संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का आमा आशय घोषित कर दिया।

और यतः मध्यम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिमय किया है।

अब अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार प्रत्यक्षरा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए प्रत्यक्षरा अर्जित किया जाता है।

और आगे उम धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेव और प्राकृतिक गैस आयोग में, यद्यु आधारों से मूक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

प्रनुसूची

जी. एन. बी. एफ़: अंतर्जात एन० ए० एन० नक पाईपलाइन बिछाने के लिए

राज्य	गुजरात	ज़िला	भूक्त	तालुका	जबलपुर
गांव		ज़िला न.	हैं	ग्राम	सेमटी
कालक		484	0	70	04
		488	0	09	10
		486	0	00	24
		487	0	28	80
	प-भी	524/A-B	0	15	34
		525	0	14	17
		552	0	23	06
		551	0	09	10
	काट ट्रक		Cart track	0	01
		567	0	06	11
		566	0	05	85

[मं. नं. 11027/84/89 ग्रो. एन. बी. एफ़ III]

S.O. 264.—Whereas by notification of the Government of India, in the Ministry of Petroleum and Natural Gas S.O. No. 2506 dated 7-10-89 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And, whereas, the Competent Authority has under sub-section (1) of the Section 6 of the said Act, submitted report to the Government;

And, further, whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And, further, in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil and Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from GNBf to GNAQ

State : Gujarat District : Bharuch Taluka : Jambusar

Village	Block No.	Hec-tare	Aro	Con-tiare
Kalak	484	0	70	04
	488	0	09	10
	486	0	00	24
	487	0	28	80
	524/A-B	0	15	34
	525	0	14	17
	552	0	23	06
	551	0	09	10
	Cart track	0	01	95
	567	0	06	11
	566	0	05	85

[No. O-11027/84/87-ONG. D-III]

का. आ. 265--यतः पेट्रोलियम और खनिज पाइपलाइन भूमि में उपयोग के अधिकार का अर्जन अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. सं. 2501 तारीख 7-10-89 द्वारा केन्द्रीय सरकार ने उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः मध्यम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिमय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार प्रत्यक्षरा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए प्रत्यक्षरा अर्जित किया जाता है।

और आगे उम धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेव और प्राकृतिक गैस प्रयोग में, यद्यु आधारों से मूक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

मनुसूची

भाटपत्तन जी. सी. एस. से जी.जी.एस. II पाईप लाइन बिलाने के लिए।

राज्य गुजरात	जिला भरुच तालुका अंकलेश्वर	ब्लॉक	हे	आर	सेन्टर		
गांव		1	2	3	4	5	6
हजात		205		00	14	66	
		204		00	13	26	
		200		00	20	45	
		215		00	14	00	

[ग. औ. 11027/77/89 अ एन जी.डी. III]

S.O. 265.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 2501 dated 7-10-89 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And, whereas, the Competent Authority has under sub-section (1) of the Section 6 of the said Act, submitted report to the Government;

And, further, whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And, further, in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil and Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from Motwan GCS to GGS II

State : Gujarat District : Bharuch Taluka Ankleshwar

Village	Block No.	Hec-tare	Are	Centi-aro
Hajat	205	00	14	66
	204	00	13	26
	200	00	20	45
	215	00	14	00

[No. O-11027/76/87-ONG-D-III]

का. आ. 266—यह: पैट्रोलियम और बनिज पाइपलाइन भूमि में उपयोग के अधिकार का अर्जन अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पैट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. स. 2517 तारीख 7-10-89 द्वारा केंद्रीय गवर्नर ने उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिलाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यह: मध्यम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट देवा है।

प्राप्त आगे, यह केंद्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का अनिवार्य क्रिया है।

अब, इन: उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदर्श यांत्रिक का प्रयोग करते हुए केंद्रीय सरकार एतदाग्र घोषित करते हैं कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिलाने के लिए एतदाग्र अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रवत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार निर्देश देता है कि उक्त भूमियों में उपयोग का अधिकार केंद्रीय सरकार में निहित होने की जिम्मा तेज और प्राकृतिक गैस आयोग में नवा बाधाओं से मुक्त हुव घोषणा के में प्राकाशन को इस तारीख को निहित होगा।

मनुसूची

मुकर भार्ग से जी. एन बं आई तक पाइप लाइन (जोन के के लिए।

राज्य—गुजरात	जिला—भरुच—तालुका—कांतरा	ब्लॉक नं०	हे	आर	सेन्टर	
गांव		1	3	4	5	6
अलदार		133		0	36	92
		134		0	28	60
		140		0	19	76
		159		0	13	46
		158		0	08	57
		147		0	08	36
		155		0	13	39
		154		0	23	80
		150		0	19	96

[ग. औ. 11027/87/89—जी.एन.बं.आई-III]

S.O. 266.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 2517 dated 7-10-89 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And, whereas, the Competent Authority has under sub-section (1) of the Section 6 of the said Act, submitted report to the Government;

And, further, whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And, further, in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil and Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from Muller Road to GNBI

State : Gujarat	District : Bharuch	Taluka Vagra	Hec-tare	Arc	Cen-tiare
Village	Block No.				
Aladar	133		0	36	92
	134		0	28	60
	140		0	19	76
	159		0	13	46
	158		0	08	57
	147		0	08	36
	155		0	13	39
	154		0	23	80
	150		0	19	96

[No. O-11027/87/ONG-D-III]

का. आ. 267 - यत् पट्टोनाम और बांज वाल्य लाईन भूमि में उपर्योग के अधिकार का अर्जन अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पट्टोनाम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. स. 2509 तारीख 7-10-89 द्वारा केंद्रीय सरकार ने उम्मीदपूर्वक संलग्न अनुमति में विनियिष्ट भूमियों में उपर्योग के अधिकार को पाल्पत्ताइनों को विभाने के लिए अर्जित करने का अन्त आण्य घोषित कर दिया था।

और यह: गवर्नर अधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यत् केंद्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना के संलग्न अनुमति में विनियिष्ट उक्त भूमियों में उपर्योग का अधिकार पाल्पत्ताइन के लिए एकद्वारा अर्जित किया जाना है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त संकेत का प्रयोग करते हुए केंद्रीय सरकार पट्टोनाम घोषित करने हैं कि इस अधिसूचना में संलग्न अनुमति में विनियिष्ट उक्त भूमियों में उपर्योग का प्रधिकार पाल्पत्ताइन के प्रयोग के लिए एकद्वारा अर्जित किया जाना है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त एकिनियों का प्रयोग करते हुए केंद्रीय सरकार नियंत्रण देती है कि उक्त भूमियों में उपर्योग का अधिकार केंद्रीय सरकार में निहित होने को बजाय तत् और प्राकृतिक गैस शायोग में सभी बाधाओं से मुक्त रूप में धारणा के प्रकाशन के इस तारीख को निहित होता।

अनुमति:

चांकारटीटी विन्डो में छेत्र तक पाल्पत्ता लाईन विभाने के लिए

राज्य-गुजरात	जिला व तालुका- बडोदा	सर्वे नं.	हे.	आर	सेन्टी.
गाँव					
महापुरा		86	00	56	57
		87	00	06	35
		88	00	05	18
		99	00	13	55
		100	00	08	35

[सं. आ. 11027/92/89-अंगतर्जित. III]

S.O. 267.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 2509 dated 7-10-89 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And, whereas, the Competent Authority has under sub-section (1) of the Section 6 of the said Act, submitted report to the Government;

And, further, whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And, further, in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil and Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from Chokari 'T' Point to Undera

State : Gujarat Taluka & District : Vadodara

Village	Survey No.	Hec-tare	Arc	Cen-tiare
Mahapura	86	00	56	57
	87	00	06	35
	88	00	05	18
	99	00	13	55
	100	00	08	35

[No. O-11027/92/89-ONG-D.III]

का. आ. 268—यत् पट्टोनाम और बन्निज पाल्पत्ताइन भूमि में उपर्योग के अधिकार का अर्जन अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पट्टोनाम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. स. 2135 तारीख 9-9-89 द्वारा केंद्रीय सरकार ने उम्मीदपूर्वक संलग्न अनुमति में विनियिष्ट भूमियों में उपर्योग का अधिकार केंद्रीय सरकार में निहित होने को बजाय तत् और प्राकृतिक गैस शायोग में सभी बाधाओं से मुक्त रूप में धारणा के प्रकाशन के लिए एकद्वारा अर्जित किया जाना है।

और यह: गवर्नर अधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन गवर्नर को रिपोर्ट दे दी है।

और आगे, यत् केंद्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुमति में विनियिष्ट गैस शायोग में उपर्योग का अधिकार अर्जित करने का विनियवय किया है।

अब, यह: उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त एकिनियों का प्रयोग करते हुए केंद्रीय सरकार पट्टोनाम और बन्निज पाल्पत्ताइन भूमियों में उपर्योग का अधिकार अर्जित करने का विनियवय किया जाता है।

और आगे उम धारा की उपधारा (4) द्वारा प्रदत्त यक्षियों का प्रयोग करने हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेज और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में बोयाणा के प्रकाशन के इस तारीख को निहित होगा।

अनुसूची

चौकानी टो बिन्दु से जिक्को तक पाइप लाइन बिछाने के लिए

राज्य—गुजरात

जिला व तालुका—बड़ोदरा

गांव	लालक. न.	हे	घार	मेटी
हिंगलोट	107	0	03	19
	104	0	22	00
कट्ट ट्रैक	0	03	65	
	92	0	50	00
काट्ट ट्रैक	0	02	27	
	88	0	22	38
	87	0	30	49
	75	0	11	36
	76	0	05	14

[सं. प्रो.-11027/67/89—ओरएन.जी.—अ-III]

S.O. 268.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 2135 dated 9-9-89 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And, whereas, the Competent Authority has under sub-section (1) of the Section 6 of the said Act, submitted report to the Government;

And, further, whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And, further, in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil and Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from Chokari T. Point to GIPCO

State : Gujarat District : Vadodara Taluka : Vadodara

Village	Block No.	Hec-tare	Arc-tiare	Centi-tiare
1	2	3	4	5
Hinglot	107	0	03	17
	104	0	22	00

	1	2	3	4	5
Cart track		0	03	65	
92		0	50	00	
Cart track		0	02	27	
88		0	22	38	
87		0	30	49	
75		0	11	36	
76		0	05	14	

[No. O-11027/67/89-ONG-D-III]

का. आ. 269.—यथा, पैट्रोलियम और गैजिज पाइपलाइन भूमि में उपयोग के अधिकार का अर्जन अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पैट्रोलियम और प्राकृतिक गैस भवालव की अधिसूचना का, आ. सं. 2518 तारंत्र 7-10-89 द्वारा केन्द्रीय सरकार ने उस अधिसूचना में संलग्न अनुसूची में विनिविष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अंजित करने का आना आशय घोषित कर दिया था।

ओर यदि गजर पर्टिकारी ने उस अधिनियम की धारा 6 की उपधारा (1) के प्रदर्शन सरकार को रिपोर्ट दे दी है।

ओर आगे, यह तेज अधिकार सरकार ने उस रिपोर्ट पर विचार करते के पश्चात् इस अधिसूचना में संलग्न अनुसूची में विनिविष्ट भूमियों में उपयोग का अधिकार अंजित करने का विनियोग किया है।

अब, अब अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त यक्षियों का प्रयोग करने हुए केन्द्रीय सरकार पत्रदाता घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिविष्ट उस भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोग के लिए पाइपलाइन अंजित किया जाता है।

ओर आगे उम धारा की उपधारा (4) द्वारा प्रदत्त यक्षियों का प्रयोग करने हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेज और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में बोयाणा के प्रकाशन की इस तारीख को निहित होना।

अनुसूची

जो यह वाँ पक्के गे जो एन.ए. नाम वाइन बिछाने के लिए

राज्य—गुजरात ; जिला—भरुच तालुक—जंबूसर

गांव	लालक. न.	हे	घार	मेटी
बासेटा	5	0	24	96
	3	0	21	19
	1	0	01	95

[सं. प्रो.-11027/67/89—ओरएन.जी.—अ-III]
के.भी.रोड्ड, डेस्क अधिकारी

S.O. 269.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 2518 dated 7-10-89 under sub-section (1) of Section 3

of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And, whereas the Competent Authority has under sub-section (1) of the Section 6 of the said Act, submitted report to the Government;

And, further, whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And, further, in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the

right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil and Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from GNBF to GNAQ

State : Gujarat District : Bharuch Taluka : Jambusar

Village	Block No.	Hec-tare	Are	Centiare
Vanseta	5		00	24 96
	3		00	21 19
	1		00	01 95

[No. O-11027/86/89-ONG-D-III]
K.C. KATOCH, Desk Officer

खाद्य एवं नागरिक पूर्ति भवनालय

(नागरिक पूर्ति विभाग)

आर्थीय मानक अधीक्षण

नई विन्ध्या, 4 जनवरी, 1990

का.आ. 270.—भारतीय मानक शास्त्री विभाग, 1988 के विनियम 6 के उपचारितम् (3) के अनुसार में भारतीय मानक शृंखला द्वारा अधिसूचित किया जाता है कि विभिन्न उत्पादों जिनका निर्धारण इन से प्रनुसारी में दिया गया है, की प्रति इकाई मूल्र लगाने की फीस निर्धारित करदी गई है और वह फौस प्रत्येक लाइसेंस के सामने वीं गई तिथियों से लागू होती है।

प्रनुसारी

फ. स. उत्पाद/उत्पाद की श्रेणी प्रीर वर्ग	संबद्ध भारतीय मानक की संख्या इकाई	प्रति इकाई मूल्र लगाने की फीस लागू होने की तिथि			
(1)	(2)	(3)	(4)	(5)	(6)
1. अभीनिया क्रोमोराइड, नकर्निक और गुदा	SI. 1113- 1985	1 किग्रा	15 पैसे		1987-05-16
2. शिश शाहार	SI. 11156- 1985	1 टन	(1) रु. 30.00 प्रति इकाई पहली 500 इकाइयों के लिए (2) रु. 20.00 प्रति इकाई 501वीं से 2000 तक इकाइयों के लिए, और	(1) रु. 30.00 प्रति इकाई पहली 500 इकाइयों के लिए (2) रु. 20.00 प्रति इकाई 501वीं से 2000 तक इकाइयों के लिए,	1987-07-16
			(3) रु. 10.00 प्रति इकाई 2001वीं तथा इससे प्रधिक इकाइयों के लिए।		

[संख्या सीएमई/13 : 10]

MINISTRY OF FOOD AND CIVIL SUPPLIES

(Department of Civil Supplies)

BUREAU OF INDIAN STANDARDS

New Delhi, the 4th January, 1990

S.O. 270.—In pursuance of sub-regulation (3) of regulation 6 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby, notifies that the marking fee(s) per unit for the various products details of which are given in the Schedule hereto annexed, have been determined and the fee (s) shall come into force with effect from the dates shown against each.

SCHEDULE

Sl. No.	Product/Class of Product	No. and year of Relevant Indian Standard	Unit	Marking fee per unit	Date of Effect
(1)	(2)	(3)	(4)	(5)	(6)
1.	Ammonium chloride, technical and pure.	IS : 1113—1965	One Kg	15 Paise	1987-05-16
2.	Infant formulae	IS : 11156—1985	One tonne	(i) Rs. 30.00 per unit for the first 500 units; (ii) Rs. 20.00 per unit for the 501st to 2000 units and (iii) Rs. 10.00 per unit for the 2001st unit and above.	1987-07-16

[No. CMD/13 : 10]

का.आ. 271.—भारतीय मानक व्यूरो नियम, 1987 के नियम 9 के उपनियम (1) के प्रत्यसरण में भारतीय मानक व्यूरो एनदब्ल्यूए प्रतिक्रिया है कि जिन मानक मुद्रों के डिजाइन, उनके जातिशक्ति विवरण और भव्यद्वंद्व भारतीय मानकों के संदर्भ और वर्ष सहित अनुमूली में दिया गया है, वे निर्धारित कर दिये गए हैं।

भारतीय मानक व्यूरो अधिनियम, 1986 और उसके अधीन बने नियमों तथा चिह्नियाँ के प्रयोजन के लिए ये मानक मुद्रे उनके सामने दृष्ट गई तिथियों से लागू होंगे।

अनुमूली

क्र. सं.	मानक मुद्रा का डिजाइन	उत्पाद/उत्पाद श्रेणी	संबंधित भारतीय मानक की गंभीरता और वर्ष	मानक मुद्रा के डिजाइन का आविष्कार विवरण	लागू होने की तिथि
(1)	(2)	(3)	(4)	(5)	(6)
1.		घटोनिया क्रोशिड तकनीकी और शास्त्रीय	IS. 1113-1965 स्टैम्प (2) में विवारित गई नियिकता	पैली, श्रीरामपुर, भव्यद्वंद्व भानपान में बनाया गया "IST" अधिनियम भारतीय मानक व्यूरो का भोजनोग्राम जिसमें भारतीय मानक की गंभीरता डिजाइन से विवारित होना चाहिए और वर्ष अनुमान भोजनोग्राम के ऊपर अंकित हो।	1987-05-16
2.		सिंचाय प्राप्ति	IS 11156-1985	भारतीय मानक व्यूरो का भोजनोग्राम जिसमें भारतीय मानक की गंभीरता डिजाइन से विवारित होना चाहिए और वर्ष अनुमान भोजनोग्राम के ऊपर अंकित हो।	1987-07-16

[संख्या सीएमडी/13 : 9]

S.O. 271.—In pursuance of sub-rule (1) of the rule 9 of Bureau of Indian Standards Rules, 1987 the Bureau of Indian Standards, hereby, notifies that the Standard Mark(s), design(s) of which together with the description of the design(s) and the number and year of the relevant Indian Standard(s) are given in the Schedule hereto annexed, have been specified.

These Standard Mark(s) for the purpose of the Bureau of Indian Standards Act, 1986 and the Rules and Regulations framed thereunder, shall come into force with effect from the dates shown against each :

SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and year of the Relevant Indian Standard	Description of the design of the Standard Mark	Date of Effect
(1)	(2)	(3)	(4)	(5)	(6)
1.		Ammonium Chloride, technical and pure.	IS : 1113—1965	The monogram of the Bureau of Indian Standards, consisting of letters 'ISI', drawn in the exact style and relative proportion as indicated in Col. (2), the number of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.	1987-05-16
2.		Infant formulae	IS : 11156—1985	-do-	1987-07-16

[No. CMD/13 : 9]

का.ग्रा. 272.—भारतीय मानक व्यूरो नियम, 1988 के अनुसरण में भारतीय मानक व्यूरो हाँग अधिसूचित नियम जाला है पर्कि विभिन्न प्रत्यादो जिमका विवरण नीचे अनुसूची में दिया गया है, की प्रति इकाई मुहर लगाने की रफ़ाम निर्धारित कर दी गई है और यह उत्तरके सामने वीं गई तिथि से लागू होगी।

अनुसूची

क्र. सं.	उत्पाद/उत्पाद की श्रेणी	सम्बद्ध भारतीय मानक की संख्या और वर्ष	इकाई	प्रति मुहर लगाने की रफ़ाम	लागू होने की तिथि
(1)	(2)	(3)	(4)	(5)	(6)
1.	संचायक बैटरियों के लिए जल	IS : 1069- 1964	एक कि.लि.	₹. 2.00	1989-03-15
2.	ब्रिक्स हाइड्रोमीटर	IS : 7324- 1983	एक ब्रिक्स हाइड्रोमीटर	(i) 10 पैसे प्रति इकाई पहली 10,000 इकाईयों के लिए, और (ii) 5 पैसे प्रति इकाई 10,000 से ऊपर इकाई और उससे अधिक के लिए	1988-08-16

[संख्या सीएमडी/13 : 10]

S.O. 272.—In pursuance of sub-regulation (3) of regulation 6 of the Bureau of Indian Standard (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby, notifies that the marking fee(s) per unit for various products details of which are given in the Schedule hereto annexed, have been determined and the fee(s) shall come into force with effect from the dates shown against each :

SCHEDULE

Sl. No.	Product/Class of Product	No. and year of Relevant Indian Standard	Unit	Marking fee per unit	Date of Effect
(1)	(2)	(3)	(4)	(5)	(6)
1.	Water for storage batteries	IS : 1069—1964	One Kilolitre	Rs. 2.00	1989.03-16
2.	Brix hydrometer	IS : 7324—1983	One Brix hydrometer	(i) 10 paise per unit for the first 10,000 units and (ii) 5 paise per unit for the 10001st unit and above	1987-08-16

[No. CMD/13 : 10]

का.ग्रा. 273.—भारतीय मानक व्यूरो नियम, 1987 के नियम के उपनियम (1) के अनुसरण में भारतीय मानक व्यूरो एन्डवारा प्रधिसूचित करता है किजित मानक मुहरों के डिजाइन, उनके शास्त्रिक विवरण और सम्बद्ध भारतीय मानकों की संख्या और वर्ष सहित नीचे अनुसूची में दिए गए हैं, वे निर्धारित कर दिए गए हैं।

भारतीय मानक व्यूरो प्रधिनियम, 1986 और उसके अधीन बने नियमों तथा विनियमों के प्रयोगजन के लिए ये मानक मुहर उत्तरके सामने वीं गई तिथियों से लागू होंगी।

अनुसूची

क्रम. सं.	मानक मुहर का डिजाइन	उत्पाद/उत्पाद श्रेणी	सम्बद्ध भारतीय मानक की संख्या और वर्ष	मानक मुहर के डिजाइन का शास्त्रिक विवरण	लागू होने की तिथि
(1)	(2)	(3)	(4)	(5)	(6)
1.		संचायक बैटरियों के लिए जल	IS . 1069- 1964	संख्या (2) में दिखाई गई निश्चित शली और परस्पर सम्बद्ध अनुपात में बनाया गया "ISI" प्रकारण भारतीय मानक व्यूरो का मोनोप्राम जिसमें भारतीय मानक की संख्या डिजाइन में दिखाए अनुसार मोनो-प्राम के ऊपर प्रक्रित है।	1989-03-16
2.		ब्रिक्स हाइड्रोमीटर	IS . 7324- 1983	-- यथोपरि --	1988-09-16

[संख्या सीएमडी/13 : 9)]

S.O. 273.—In pursuance of sub-rule (1) of the rule 9 of Bureau of Indian Standards Rules, 1987 the Bureau of Indian Standards, hereby, notifies that the Standard Mark(s), design(s) of which together with the description of the design(s) and the number and year of the relevant Indian Standard(s) are given in the Schedule hereto annexed, have been specified.

These Standard Mark(s) for the purpose of the Bureau of Indian Standards Act, 1986 and the Rules and Regulations framed thereunder, shall come into force with effect from the dates shown against each :

THE SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and year of the Relevant Indian Standard	Description of the design of the Standard Mark	Date of Effect
(1)	(2)	(3)	(4)	(5)	(6)
1.		Water for storage batteries	IS : 1069—1964	The monogram of the Bureau of Indian Standards, consisting of letter 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2); the number of the Indian Standard being super-scribed on the top side of the monogram as indicated in the design.	1989-03-16
2.		Brix hydrometer	IS : 7324—1983	-do-	1988-09-16

[No. CMD/13 : 9]

नई दिल्ली, 5 जनवरी, 1990

का.आ. 274.—भारतीय मानक व्यूरो विभिन्न, 1988 के विभिन्नम् 6 के 'उपविभिन्न' (3) के अनुसरण में भारतीय मानक व्यूरो द्वारा अधिसूचित किया जाता है कि विभिन्न उत्पादों जिनका विवरण नीचे दी गयी है, की प्रति इकाई मुद्रा लगाने की फीस निर्धारित कर दी गई है और यह फीस प्रत्येक लाइसेंस के सामने दी तिथियों में लागू होगी।

प्रनुसूची

क्र.सं.	उत्पाद/उत्पाद की श्रेणी	मन्त्रदाता भारतीय मानक की संख्या और वर्ष	इकाई	प्रति इकाई मुद्रा लगाने की फीस	लागू होने की तिथि
(1)	(2)	(3)	(4)	(5)	(6)
1.	आइसीआई रोत क्रिडनीय पाउडर	IS. 11995—1987	एक	(i) रु. 200.00 प्रति इकाई पहली 100 इकाइयों के लिए, और (ii) रु. 100.00 प्रति इकाई 101वीं या उससे अधिक इकाइयों के लिए	89-01-16
2.	फेनवर लरेटप्पायसर्टीय मानक	IS. 11997—1987	1001	रु. 25.00	1989-02-01
3.	फेनवर लरेट तकनीकी	IS. 12003—1987	100 किलो.	रु. 15.00	1989-02-16

[संख्या सी एम डी 13 : 10]

(New Delhi, the 5th January, 1990)

S.O. 274.—In pursuance of sub-regulation (3) of regulation 6 of the Bureau of Indian Standards (Certification) Regulation, 1988, the Bureau of Indian Standards, hereby, notifies that the marking fee(s) per unit for the various products details of which are given in the Schedule hereto annexed have been determined and the fee(s) shall come into force with effect from the dates shown against each :

SCHEDULE

Sl. No.	Product/Class of Product	No. and year of Relevant Indian Standard	Unit	Marking fee per unit	Date of Effect
1	2	3	4	5	6
1.	Isoproturon wettable powders	IS : 11995—1987	1 t	(i) Rs. 200.00 per unit for the first 100 units and (ii) Rs. 100.00 per unit for the 101st Units and above.	1989-01-16
2.	Fenvalerate emulsifiable concentrates.	IS : 11997—1987	1001	Rs. 25.00	1989-02-01
3.	Fenvalerate technical	IS : 12003—1987	100 Kg.	Rs. 15.00	1989-02-16

[No. CMD/13 : 10]

का.आ. 275—भारतीय मानक अंगूठे विनियम, 1987 के नियम 9 के उपनियम (1) के अनुसरण में भारतीय मानक अंगूठे एतद्वारा प्रधिसूचित करता है कि जिन मानक मुहरों के डिजाइन, उनके शाखिक विवरण और सम्बद्ध भारतीय मानकों की संबंध और वर्ण महिने नोंवे अनुमती में दिए गए हैं, वे निम्नांकित कर दिए गए हैं।

भारतीय मानक अंगूठे प्रधिनियम, 1986 और उसके अधीन बने नियमों तथा विनियमों के प्रयोजन के लिए य मानक मुहरें उनके सामने दी गई विधियाँ से लागू होती हैं :

मनुसूची

क्र. सं.	मानक मुहर का डिजाइन	उत्पाद/उत्पाद श्रेणी	सम्बद्ध भारतीय मानक की संबंध और वर्ष	मानक मुहर के डिजाइन का शाखिक विवरण	लागू होने की तिथि
(1)	(2)	(3)	(4)	(5)	(6)
1		भाइसोप्रोट्रूरोन ब्लेवरीय पाउडर	IS : 11995- 1987	स्टम्प (2) में दिखाई गई तिथिन 1989-01-16 मीली और परस्पर सम्बद्ध अनुपात में	
		फेनवालेट पायसनीय सान्द्र	IS : 11997- 1987	बनाया गया "ISI" अनारम्भिक भारतीय 1989-02-01 मानक अंगूठे का मोनोग्राफ जिसमें भारतीय मानक की संभवा और डिजाइन में दिखाए अनुसार मोनो- ग्राफ के ऊपर अंकित हो।	1989-02-01
		फेनवालेट तकरीकी	IS : 12003- 1987		1989-02-16

[संक्षिप्त सूची एम डी 13 : 9]

S. O. 275.—In pursuance of sub-rule (1) of the rule 9 of Bureau of Indian Standards Rules, 1987 the Bureau of Indian Standards, hereby, notifies that the Standard Mark(s), design(s) of which together with the description of the design(s) and the number and year of the relevant Indian Standard(s) are given in the Schedule hereto annexed, have been specified.

These Standard Mark(s) for the purpose of the Bureau of Indian Standards Act, 1986 and the Rules and Regulations framed thereunder, shall come into force with effect from the dates shown against each :

SCHEDEULE

Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and year of the Relevant Indian Standard	Description of the design of the Standard Mark	Date of Effect
(1)	(2)	(3)	(4)	(5)	(6)
1.		Isoproturon wettable powders.	IS : 11995—1987	The monogram of the Bureau of Indian Standards, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2); the number of the Indian Standard being super- scribed on the top side of the mono- gram as indicated in the design.	1989-01-16
2.		Fenvalerate emulsifiable concentrates.	IS : 11997—1987	-do-	1989-02-01
3.		Fenvalerate technical	IS : 12003-1987	-do-	1989-02-16

[No. CMD/13 : 9]

का.आ. 276—भारतीय मानक अंगूठे विनियम, 1988 के विनियम 6 के उपनियम (3) के अनुसरण में भारतीय मानक अंगूठे द्वारा प्रधिसूचित किया जाता है कि दो उपकरणों के विवरण नीचे अनुमती में दिया गया है, जो प्रति इकाई मुहर लगाने वाली विशेषज्ञ की गई है और यह फार्म प्रत्येक आइसेंस के सामने दी गई विधियों से लागू होती है :

अनुसूची

क्र०	उत्पाद/उत्पाद की श्रेणी	सम्बद्ध भारतीय मानक की संख्या और वर्ष	इकाई	प्रति इकाई मूहर लगाने की कीमि
1	2	3	4	5
1	ड्रैग्जन	IS : 3993—1982	प्रति इकाई	20 पैसे

[संख्या सी एम डी 13 : 10]

S. O. 276.—In pursuance of sub-regulation (3) of regulation 6 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby, notifies that the marking fee per unit for tray, instruments details of which are given in the Schedule hereto annexed, has been determined and the fee shall come into force with effect from 1989-07-01.

SCHEDULE

Sl. No.	Product/Class of Product	No. and year of Relevant Indian Standard	Unit	Marking fee per unit
1	2	3	4	5
1.	Tray, instruments.	IS : 3993—1982	One Tray instrument	20 Paise

[No. CMD/13 : 10]

का. प्रा. 277—भारतीय मानक अनुसूची नियम, 1987 के नियम 9 के उल्लंघन (1) के अनुसूची में भारतीय मानक अनुसूची एवं इनका अधिसूचित करने हैं कि जिन मानक मूहरों के डिजाइन, उनके शास्त्रिक विवरण और सम्बद्ध भारतीय मानकों की संख्या और वर्ष सहित मीठे अनुसूची में दिए गए हैं, वे निर्धारित कर दिए गए हैं।

भारतीय मानक अनुसूची अधिनियम, 1986 और उसके अधीन बने नियमों तथा विनियमों के प्रयोजन के लिए ये मानक मूहरें उनके समने दा गई तिथियों से लागू होते हैं :

अनुसूची

क्र. सं.	मानक मूहर का डिजाइन	उत्पाद उत्पाद श्रेणी	सम्बद्ध भारतीय मानक की संख्या और वर्ष	मानक मूहर के डिजाइन का शास्त्रिक विवरण	सामाजिक नियम
1	IS : 3993-1982	ड्रैग्जन	IS : 3993-1982	स्तर (2) में दिया गई नियमित शैली और परस्पर सम्बद्ध अनुपात में बनाया गया "ISI" प्रक्षरण भारतीय मानक अनुसूची का मोनोग्राफ जिसमें भारतीय मानकों की संख्या डिजाइन में दिखाए अनुमार मोनोग्राफ के ऊपर प्रष्ठित है।	1989-07-01

[संख्या सी एम डी 13 : 9]

S. O. 277.—In pursuance of sub-rule (1) of the rule 7 of Bureau of Indian Standards Rules, 1987 the Bureau of Indian Standards, hereby, notifies that the Standard Mark, design of which together with the description of the design and the number and year of the relevant Indian Standard is given in the Schedule hereto annexed, has/hve been specified.

This Standard Mark for the purpose of the Bureau of Indian Standards Act, 1986 and the Rules and Regulations framed thereunder, shall come into force with effect from 1987-07-01 :

SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and year of the Relevant Indian Standard	Description of the design of the Standard Mark
1	2	3	4	5
1	IS : 3773-1982	Tray, instruments.	IS : 3773—1982	The monogram of the Bureau of Indian Standards, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2); the number of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.

[No.CMD/13:9]

का.आ. 278.—भारतीय मानक धूरो विनियम, 1988 के विनियम 6 के उपविनियम (3) के अनुसरण में भारतीय मानक धूरो द्वारा प्रधिसूचित किया जाता है कि विशुल आवंधित रोड और रेल टैकर रबड़ होज जिसका विवरण नीचे घनूसूची में किया गया है, की प्रति इकाई मुहर लगाने की फीस निर्धारित कर दी गई है और वह फीग 16 फरवरी, 1990 से लागू होती है।

अनुसूची

क्र.सं.	उत्पाद/उत्पाद की श्रेणी	सम्बद्ध भारतीय मानक की संख्या और वर्ष	इकाई	प्रति इकाई मुहर लगाने की फीस
(1)	(2)	(3)	(4)	(5)
1	पेट्रोलियम उत्पाद प्रतिरोधी विशुल आवंधित रोड और रेल टैकर रबड़-होज	IS : 10733-1983	एक मीटर	15 पैसे

[संख्या सी एम डी 13 : 10]

S.O. 278.—In pursuance of sub-regulation (3) of regulation 6 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby, notifies that the marking fee per unit for electrically bonded road and rail tanker hose of rubber details of which are given in the Schedule hereto annexed, has been determined and the fee(s) shall come into force with effect from 16th February, 1990 :

SCHEDULE

Sl. No.	Product/Class of Product	No. and year of Relevant Indian Standard	Unit	Marking fee per unit
(1)	(2)	(3)	(4)	(5)
1.	Electrically bonded road and rail tanker hose of rubber, resistant to petroleum products	IS : 10733—1983	One Meter	15 Paise

[No. CMD/13 : 10]

का.आ. 279.—भारतीय मानक धूरो नियम, 1987 के नियम 9 के उपनियम (1) के अनुसरण में भारतीय मानक धूरो एन्टरप्राइज प्रधिसूचित करता है कि जिस मानक मुहर का डिजाइन, उसके शास्त्रिक विवरण और सम्बद्ध भारतीय मानक की संख्या वर्ष सहित नीचे अनुसूची में दी गयी है, वह निर्धारित कर दिया गया है।

भारतीय मानक धूरो प्रधिनियम 1986 और उसके अधीन बने नियमों तथा विनियमों के प्रयोगन के लिए वह मानक मुहर 16 फरवरी, 1990 से लागू होती है।

अनुसूची

क्र. सं.	मानक मुहर का डिजाइन	उत्पाद/उत्पाद श्रेणी	सम्बद्ध भारतीय मानक की संख्या	मानक मुहर के डिजाइन का शास्त्रिक विवरण
(1)	(2)	(3)	(4)	(5)



पेट्रोलियम उत्पाद प्रतिरोधी विशुल
आवंधित रोड और रेल टैकर रबड़-
होज

IS : 10733-1983

सम्पर्क (2) में दिखाई गई निश्चित शैली और परंपरा सम्बद्ध अनुपात में बनाया गया "IS" अक्षरायुक्त भारतीय मानक धूरो का मोरोप्राप्त जिसमें भारतीय मानक की संख्या डिजाइन में विद्याएं अनुसार मोरोप्राप्त के ऊपर अक्षित हो।

[संख्या सी एम डी 13 : 9]

प्रम. मुख्यमन्त्री, भवर महानिदेशक

S.O. 279.—In pursuance of sub-rule(1) of the rule 9 of Bureau of Indian Standards Rules, 1987 the Bureau of Indian Standards, hereby, notifies that the Standard Mark, design of which together with the description of the design and the number and year of the relevant Indian Standard is given in the Schedule hereto annexed, has been specified.

This Standard Mark for the purpose of the Bureau of Indian Standards Act, 1986 and the Rules and Regulations framed thereunder, shall come into force with effect from 16th February, 1990;

SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and year of the Relevant Indian Standard	Description of the design of the Standard Mark
1	2	3	4	5
1.	ISI 10733 	Electrically bonded road and rail tanker hose of rubber, resistant to petroleum products	IS : 10733—1983	The monogram of the Bureau of Indian Standards, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2); the number of the Indian Standard being super-scripted on the top side of the monogram as indicated in the design.

[No. CMD/13 : 9]

S. SUBRAHMANYAN, Adm. Dir. General

स्वास्थ्य और परिवार कल्याण मंत्रालय

नंदि दिनी 2 जनवरी, 1990

का. प्रा. 280.—पंजाबी विश्विद्यालय, पटियाला की चिन्हने ने, भारतीय आयुर्विज्ञान परिषद अधिनियम 1956 (1956 का 102) की धारा 3 की उपधारा (1) के बड़े (अ) के अनुभूत में, डा. आर. एस. धिन की इस अधिसूचना को जारी किए जाने की तरीख से भारतीय आयुर्विज्ञान परिषद का सबस्य मिर्चित किया है।

अत. ग्रन्थ, केन्द्रीय सरकार, उक्त संघीयनियम की धारा 3 की उपधारा (1) के अनुभूत में, भारत सरकार के भूतपूर्व स्वास्थ्य मंत्रालय की अधिसूचना सं. का. प्रा. 138 (सं. 5—13/59—एम आई), तारीख 9 जनवरी, 1960 का निम्नलिखित और संशोधन करते हैं, यथात्—

उक्त अधिसूचना में, “धारा 3 की उपधारा (1) के बड़े (अ) के प्रधिन नियमित “शिर्ष” के अंतर्गत क्रम सं. 28 और उससे संबंधित प्रविष्टि के स्थान पर निम्नलिखित क्रम सं. और प्रविष्टि रखी जाएगी अध्यति—

“28. डा. आर. एस. धिन,

आयुर्विज्ञान संकायाध्यक्ष और प्रावानाकर्त्त्वी,

गुरु गोविंद सिंह विकास महाविद्यालय कार्डियाकॉट (पंजाब)
[संख्या वी-11013/15/87—एम ई (पी)]

ग्राम अधिनियमालय, ग्राम सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi, the 2nd January, 1990

S.O. 280.—Whereas in pursuance of the provision of clause (b) of Sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. R. S. Thind has been elected by the Senate of Panjab University, Patiala to be a member of the Medical Council of India with effect from the date of issue of this Notification.

Now, therefore, in pursuance of sub-section (1) of section 5 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Govt. of India in the late Ministry of Health, No. S.O. 138 (No. 5-13/59MI), dated the 9th January, 1960, namely :—

In the said notification, under the heading “Elected under clause (b) of Sub-Section (1) of section 3” for serial num-

ber 28 and the entry relating thereto, the following serial number and entry shall be substituted, namely :—

“28. Dr. R.S. Third,

Dear,
Faculty of Medicine & Principle,
Guru Govind Singh Medical College,
Faridkot (Punjab)”

[No. V. 11013/15/87-ME(P)]
R. SRINIVASAN, Under Secy.

परमाणु ऊर्जा विभाग

ग्रामेण

वस्त्राई, 8 अग्नि, 1989

का. प्रा. 281.—राष्ट्रपति के केन्द्रीय सिविल सेवा (वर्गीकरण, नियंत्रण और अपेल) नियम, 1965 के नियम 29 के उप-नियम (1) की धारा (VI) में प्रवृत्त ग्रन्तियों का प्रयोग करते हुए एनडब्ल्यू विनियित करते हुए कि परमाणु ऊर्जा विभाग भारत सरकार के तारीख 7 जुलाई 1979 के आवेदन संक्षय का. प्रा. 2537 की अनुसूची के भाग II और भाग III में यथा विनियित नामिकरण इधन समिक्षा, हैदराबाद के बड़े “ग” के तकनीकी प्रशासनिक और सहायक पदों पर और बड़े “घ” के सभी पदों पर नियुक्त करनेवालियों के संबंध में अनुसासन तक मामलों का पुर्वविवेचन करते को ग्रन्तियों का प्रयोग परमाणु ऊर्जा विभाग के हैदराबाद स्थित नार्सीनीय इधन समिक्षा के प्रबन्धक बोर्ड के अध्यक्ष द्वारा किया जाएगा।

[सं. 1/14(1)/88—सतर्कता/240]

DEPARTMENT OF ATOMIC ENERGY

ORDER

Bombay, the June, 8, 1989

S.O. 281.—In exercise of the powers conferred by clause (vi) of sub-rule (1) of rule 29 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965 the President hereby specifies the Chairman, Board of Management for Nuclear Fuel Complex of the Department of Atomic Energy at Hyderabad to exercise powers of revision of disciplinary cases relating to employees holding Group ‘C’ technical, administrative and auxiliary posts and all Group ‘D’ posts in the Nuclear Fuel Complex, Hyderabad as specified in Part II and Part III of the schedule to the Order of the Government of India in the Department of Atomic Energy No. So 2537 dated the 7th July, 1979.

[N. 1/14(1)/88-Vig. 240]

आदेश

बंगलौर, 14 अगस्त, 1989

का.आ. 282.—राष्ट्रपति के स्वीय विभिन्न सेवा (वर्गीकरण, नियंत्रण तथा अपील) नियम 1965 के नियम 9 के द्वारा नियम (2), नियम 12 के उप नियम (2) के खण्ड (आ) और नियम 24 के उप-नियम (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार के परमाणु ऊर्जा विभाग के तारीख 7 जुलाई, 1979 के का.आ.सं. 2537 में निम्नलिखित संशोधन करने हैं, नामतः

उक्त आदेश की अनुनादी में—

(क) भाग II—साधारण केन्द्रीय सेवा वर्ग "ग" में क्रमांक (III) और उससे संबद्ध प्रविधियों के स्थान पर निम्नलिखित प्रतिस्थापित किया जाए, नामतः

1	2	3	4	5	6
(3) परमाणु खनिज प्रभाग (प. अ. प्र.) में पद	मुख्य प्रशासनिक लेखा लेखा अधिकारी, परमाणु खनिज प्रभाग	मुख्य प्रशासनिक लेखा लेखा अधिकारी, परमाणु खनिज प्रभाग	मधी	निदेशक, परमाणु खनिज प्रभाग	
(च) भाग III—साधारण केन्द्रीय सेवा वर्ग "घ" में क्रमांक (III) और उससे संबद्ध प्रविधियों के स्थान पर निम्नलिखित प्रतिस्थापित किया जाए	नामतः				
1	2	3	4	5	6
(3) परमाणु खनिज प्रभाग (प. अ. प्र.) में पद	मुख्य प्रशासनिक अधिकारी, परमाणु खनिज प्रभाग	मुख्य प्रशासनिक अधिकारी, परमाणु खनिज प्रभाग	मधी	निदेशक, परमाणु खनिज प्रभाग	
				[म. 22/1/68-भर्ती/353]	आद. पदमनाबहन, निदेशक

ORDER

Bombay the 14th August, 1989

S. O. 282.—In exercise of the powers conferred by sub-rule (2) of rule 9, clause (b) of sub-rule (2) of rule 12 and sub-rule (1) of rule 24 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, the President hereby makes the following amendments in the Order of the Government of India in the Department of Atomic Energy No. S.O. 2537 dated 17th July, 1979 namely:

In the schedule to said Order

(a) in part II—General Central Service, Group 'C', for serial No. (iii) and entries relating thereto, the following shall be substituted namely :—

1	2	3	4	5	6
(iii) Posts in Atomic Minerals Division (AMD)	Chief Administrative and Accounts Officer, Atomic Minerals Division.	Chief Administrative and Accounts Officer, Atomic Minerals Division.	All	Director, Atomic Minerals Division"	

(b) in part III—General Central Services Group 'D' for serial No. (iii) and entries relating thereto, the following shall be substituted, namely :—

1	2	3	4	5	6
(iii) Posts in Atomic Minerals Division (AMD)	Chief Administrative and Accounts Officer, Atomic Minerals Division.	Chief Administrative and Accounts Officer, Atomic Minerals Division.	All	Director, Atomic Minerals Division.	

[No. 22/1/68-Vig./353]
R. PADMANABHAN, Director

आदेश

बंगलौर, 21 दिसंबर, 1989

का.आ. 283.—राष्ट्रपति के स्वीय विभिन्न सेवा (वर्गीकरण, नियंत्रण और अपील), नियम, 1965 के नियम 9 के उप नियम (2), नियम 12 के उप नियम (2) के खण्ड (आ) और नियम 24 के उप-नियम (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार के परमाणु ऊर्जा विभाग के तारीख 7 जुलाई, 1979 के का.आ.सं. 2537 में निम्नलिखित और संशोधन करने हैं, नामतः—

उक्त आदेश की अनुसूची में—(क) भाग-II में साधारण केन्द्रीय सेवा वर्ग "ग" के क्रमांक (9) और उससे संबंधित प्रविधियों के लिए, निम्नलिखित क्रमांक और प्रविधियों प्रतिस्थापित की जाएं, नामतः—

1	2	3	4	5	6
(9) भारी पानी बोर्ड, परियोजनाओं और संयंकों के पद	(क) भारी पानी बोर्ड के केन्द्रीय कार्यालय के पदों के लिए मूल्य प्रणालमिक अधिकारी (ख) भारी पानी परियोजनाओं अथवा संयंकों के केन्द्रीय कार्यालयों में उनके प्रबन्ध-प्रबन्धने नियंत्रणाधीन पदों के लिए महाप्रबन्धक	भारी पानी बोर्ड के केन्द्रीय कार्यालय के पदों के लिए मूल्य प्रणालमिक अधिकारी भारी पानी परियोजनाओं अथवा संयंकों के केन्द्रीय कार्यालयों में उनके प्रबन्ध-प्रबन्धने नियंत्रणाधीन पदों के लिए महाप्रबन्धक	सभी	मूल्य कार्यकारी, भारी पानी बोर्ड	
(ग) भाग II में—साश्वारण केन्द्रीय सेवा—वर्ता “ष” के सम्बन्धे क्रमांक (9) और उसमें संबंधित प्रविष्टियों के लिए नियंत्रिति क्रमांक और प्रविष्टियों प्रतिस्पापित की जाएं, नामतः :	(9) भारी पानी परियोजनाओं के प्रबन्ध-प्रबन्धने नियंत्रणाधीन पदों के लिए महाप्रबन्धक				

वर्ता ‘ष’

(9) भारी पानी बोर्ड, परियोजनाओं और संयंकों में पद	(क) भारी पानी बोर्ड के केन्द्रीय कार्यालय में पदों के लिए प्रणालमिक अधिकारी-III (ख) भारी पानी परियोजनाओं निया मंयंकों के केन्द्रीय कार्यालयों के पदों के लिए प्रणालमिक अधिकारी-III	भारी पानी बोर्ड के केन्द्रीय कार्यालय के पदों के लिए प्रणालमिक अधिकारी-III भारी पानी परियोजनाओं तथा संयंकों के केन्द्रीय कार्यालयों के पदों के लिए संबंधित प्रणालमिक अधिकारी-III	सभी	मूल्य प्रणालमिक अधिकारी, भारी पानी बोर्ड
				भारी पानी परियोजनाओं के प्रबन्ध-प्रबन्धने नियंत्रणाधीन पदों के लिए संबंधित महाप्रबन्धक

[स. 22/1/68-मक्का/511]
एम.एस. गोगिया, उप सचिव

ORDER

Bombay, the 21st December, 1989

S. O. 283.—In exercise of the powers conferred by sub-rule (2) of rule 9, clause (b) of sub-rule (2) of rule 12 and sub-rule (1) of rule 24, of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, the President hereby makes the following further amendments in the order of the Government of India, in the Department of Atomic Energy No. S.O. 2537, dated 7th July, 1977, namely:—

In the Schedule to the said Order—

(a) in part II—General Central Services—Group 'C' for serial No. (ix) and the entries relating thereto, the following serial number and entries shall be substituted, namely :—

1	2	3	4	5	6
(ix) Posts in the Heavy Water Board Projects and Plants.	(a) Chief Administrative Officer, in respect of posts in the Central Office of Heavy Water Board. (b) General Managers in respect of posts under their respective control in field offices of Heavy Water projects or Plants.	Chief Administrative Officer, in respect of posts in the Central Office of Heavy Water Board. General Managers in respect of posts under their respective control in field offices of Heavy Water Projects or Plants.	All	Chief Executive, Heavy Water Board.	
(b) in part III—General Central Services—Group 'D' against serial No. (ix) and entries relating thereto, the following serial number and the entries shall be substituted, namely :—			All	Chief Executive, Heavy Water Board."	

1	2	3	4	5	6
GROUP 'D'					
(ix) Posts in Hoavy Water Board Projects and Plants	(a) Administrative Officer-III, in respect of posts in the Central Office of Heavy Water Board. (b) The respective Administrative Officer-III, in respect of posts in field offices of Hoavy Water Projects or Plants.	Administrative Officer-III, in respect of posts in the Central Office of Heavy Water Board. The respective Administrative Officer-III, in respect of posts in field offices of Heavy Water Projects or Plants.	All	Chief Administrative Officer Heavy Water Board.	
			All	The respective General Managers in respect of posts in Heavy Water projects or Plants under their respective control."	

[No. 22/1/68-Vig./511]
M.S. GOGIA, Dy. Secy.

अमंत्रालय

नई दिल्ली, 3 जनवरी, 1990

का. आ. 284—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार एनदब्ल्यूआर 16-1-90 को उम तारीख के स्पष्ट में नियन्त करती है, जिसको उक्त अधिनियम, के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है के उपबन्ध उड़ीसा राज्य के निम्ननिष्ठित भेद में प्रवृत्त होने, अर्थात्—

(1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है के उपबन्ध पंजाब राज्य के निम्ननिष्ठित भेद में प्रवृत्त होने, अर्थात्—

द्रम संख्या	ग्राम	हैदराबाद नं.	जिला
1.	फतेहपुर	415	होशियारपुर
2.	टोसा	417	होशियारपुर
3.	बनाह	416	होशियारपुर

[सं. एस-38013/1/90 एस एस I]

MINISTRY OF LABOUR

New Delhi, 3rd January, 1990

S.O. 284. In exercise of the powers conferred by sub-section (3) of section 1 of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 16th January, 1990 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already brought into force) and Chapters V and VI (except sub-section (1) of section 76 and 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Punjab namely.

Sl. Name of Village No.	Had Bast No.	District
1. Fatehpur	415	Hoshiarpur
2. Tonsa	417	Hoshiarpur
3. Banah	416	Hoshiarpur

[No. S-38013/1/90-SS-I]

नई दिल्ली, 11 जनवरी, 1990

नई दिल्ली, 5 जनवरी, 1990

का. आ. 285—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार एनदब्ल्यूआर 16-1-1990 को उम तारीख में नियन्त करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है के उपबन्ध उड़ीसा राज्य के निम्ननिष्ठित भेद में प्रवृत्त होने, अर्थात्—

“जिला कटक में तहसील दरपान के भौतिक राजस्व याम बाबुगंज बाजार के अन्तर्गत आने वाले क्षेत्र।”

[संख्या एस. 38013/(2)/90 एस एस J]
ए. के. भट्टरारा अवर गविव

का. आ. 286—केंद्रीय सरकार का समाधान हो गया है कि लोकहित में ऐसा अनेकित है कि सीमेंट उद्योग में सेवाओं की जिसे श्रीशोगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 3 के अन्तर्गत निर्दिष्ट किया गया है, उक्त अधिनियम के प्रयोजनों के लिए उपयोगी सेवाएं घोषित किया जाना चाहिए।

प्रत: अब, श्रीशोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (4) के उपखण्ड (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजन के लिए नाकाल प्रभाव से छः मास की कालावधि के सिए लोक उपयोगी सेवा घोषित करती है।

[संख्या एस. 11017/13/85-र्दि (1)(ए)]
मन्त्र लाल, प्रबन्ध राजिका

New Delhi, 11th January, 1990

New Delhi, the 5th January, 1990

S.O. 285.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 16th January, 1990 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already brought into force) and Chapters V and VI (except sub-section (1) of section 76 and 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Orissa, namely:

“The area comprising of the revenue village of Babuganj bazar under Tehsil Darpan in District Cuttack.”

S.O. 286.—Whereas the Central Government is satisfied that the public interest requires that the services in the Cement Industry which are covered by entry 3 in the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purpose of the said Act;

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[No. S-11017/13/85-D.I.(A)]

NAND LAL, Under Secy,

A. K. BHATTARAI, Under Secy.

का. आ. 287.—श्रीयोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ने ऐस्टर्न मीथानी-पतमोहना कोलियरीज, पी. ई. सी. लिम, के प्रबंधतंत्र से संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट श्रीयोगिक विवाद में केन्द्रीय सरकार श्रीयोगिक अधिकरण, कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4.1.90 को प्राप्त हुआ था।

New Delhi, the 8th January, 1990

S.O. 287.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bejdih-Methani-Patmohna Collieries of M/s. E. C. Ltd. and their workmen, which was received by the Central Government on 4-1-90.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 4 of 1983

PARTIES :

Employers in relation to the management of Bejdih-Methani-Patmohani Colliery of Messrs Eastern Coalfields Limited, Post Office Sitarampur (Burdwan).

AND

Their workmen.

APPEARANCES :

On behalf of employer.—Mr. B.N. Lala, Advocate.

On behalf of workmen.—Mr. Sunil Sen, Organising Secretary of the Union.

STATE :—West Bengal.

INDUSTRY :—Coal.

AWARD

By Order No. L-19012(142)/82-D.IV(B) dated 10th January, 1983 the Government of India, Ministry of Labour & Rehabilitation (Department of Labour), referred the following dispute to this Tribunal for adjudication:

"Whether the action of the Agent Bejdih-Methani-Patmohani Colliery of Messrs Eastern Coalfields Ltd., Post Office Sitarampur (Burdwan) in paying less basic wages to Shri R.L. Pathak, Overman than his junior, Shri K. Singh in the same grade, is justified? If not, to what relief the workman concerned is entitled?"

2. When the case is called out today, Mr. B.N. Lala, Advocate appears for the Management and Mr. Sunil Sen, Organising Secretary of the Union appears for the workman. Mr. Sen on behalf of the workman files a petition starting therein that the Union is no longer interested to proceed with the present reference and the Union has prayed for a "No Dispute Award". Mr. Lala appearing for the Management has no objection in this regard.

3. On due consideration of the petition of the Union as well as the submission of the parties, I find that this Tribunal has no other alternative but to pass a "No Dispute

Award" and accordingly as "No Dispute Award" is passed.

This is my Award.

Dated, the 27th December, 1989.

SUKUMAR CHARAVARTY, Presiding Officer

[No. L-19012(142)/82-D.IV-B/IR(C.II)]

नई दिल्ली 8 जनवरी 1990,

का. आ. 258.—श्रीयोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ने ऐस्टर्न मीथानी-पतमोहना कोलियरीज सिम. की भालूग एंजिनियर्स के प्रबंधतंत्र में संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट श्रीयोगिक विवाद में केन्द्रीय सरकार श्रीयोगिक परिकरण, आगनसोल पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 4.1.90 को प्राप्त हुआ था।

S.O. 288.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure in the industrial dispute between the employers in relation to the management of Khandra Colliery of M/s. Eastern Coalfields Ltd. and their which was received by the Central Government on 4-1-90.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

REFERENCE NO. 51/88

PARTIES :

Employers in relation to the management of Khandra Colliery of M/s. Eastern Coalfields Ltd.

AND

Their Workman

APPEARANCES :

For the Employers—Sri P.K. Das, Advocate

For the Workman—Sri Manoj Mukherjee, Advocate.

INDUSTRY : Coal.

STATE.—West Bengal.

Dated, the 28th December 1980

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-24012(1)/88-D.IV(B) dated 26-7-1988.

SCHEDULE

"Whether the action of the Management of Khandra Colliery of M/s. Eastern Coalfields Ltd., P.O. Ukhra, Distt. Burdwan in dismissing Sri Fatik Rabidas, Haulage Khalasi from service is justified? If not, to what relief the concerned workman is entitled?"

2. To-day (28-12-89) Sri Manoj Mukherjee the learned Advocate for the workman has filed a petition stating that he has no instruction to proceed with the case. He has prayed for passing appropriate order. Sri P.K. Das the learned Advocate for the management is also present.

3. As the learned Lawyer for the union has no instruction from his client to proceed with the case, it must be presumed that no dispute exists between the parties. As such I have no other alternative but to pass a 'no dispute' award. Hence a 'no dispute' award is passed.

This is my award.

N. K. SAHA, Presiding Officer

[No. L-24012(1)/88-D.IV.B/IR(C.II)]

का.आ. 289.—शौद्धिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केंद्रीय सरकार व भारतीय कोषियरी मैमर्स इ.सी. बि. के प्रबंधन के संबंध में निर्दिष्ट शौद्धिक विवाद में केंद्रीय सरकार अधिकारी को भी अनुबंध में निर्दिष्ट शौद्धिक विवाद में केंद्रीय सरकार अधिकारी के पास एक प्रकाशित पत्र है, जो केंद्रीय सरकार की 4.1.90 को प्राप्त हुआ था।

S.O. 289.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bhanora Colliery of M/s. E.C. Ltd. and their workmen, which was received by the Central Government on 4th January, 1990.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 14 of 1983

PARTIES:

Employers in relation to the management of Bhanora Colliery, Post Office Charanpur, District Burdwan.

AND

Their workmen.

PRESENT :

Mr. Justice Sukumar Chakravarty, Presiding Officer.

APPEARANCES :

On behalf of employer—Mr. B. N. Lala, Advocate.

On behalf of workmen—Mr. Sunil Sen, Organising Secretary of the Union.

STATE : West Bengal.

INDUSTRY : Coal.

AWARD

By Order No. L-19012(146)/88-D.IV(B) dated 28th January, 1983, the Government of India, Ministry of Labour & Rehabilitation (Department of Labour) referred the following dispute to this Tribunal for adjudication:

"Whether the action of the Agent, Bhanora Colliery, Post Office Charanpur, District Burdwan in stopping from duty Shri Balmiki Sharma, an over burden removal workman from 6th October, 1979 is justified? If not, to what relief the workmen is entitled?"

2. When the case is called out today, Mr. B. N. Lala, Advocate appears for the management and Mr. Sunil Sen, Organising Secretary of the Union appears for the workmen. Mr. Sen on behalf of the workmen files a petition stating therein that the Union is no longer interested to proceed with the present reference and the Union has prayed for a "No Dispute Award". Mr. Lala appearing for the Management has no objection in this regard.

3. On due consideration of the petition of the Union as well as the submission of the parties, I find that this Tribunal has no other alternative but to pass a "No Dispute Award" and accordingly a "No Dispute Award" is passed.

This is my Award.

SUKUMAR CHAKRAVARTY, Presiding Officer
[No. L-19012(146)/88 D.IV.B/IR (C. II)]

Dated, Calcutta,
The 27th December, 1989.

का.आ. 290.—शौद्धिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केंद्रीय सरकार व मैमर्स इ.सी. बि. के प्रबंधन के संबंध में निर्दिष्ट शौद्धिक विवाद में केंद्रीय सरकार अधिकारी के वीच, अनुबंध में निर्दिष्ट शौद्धिक विवाद में केंद्रीय सरकार शौद्धिक अधिकारी के पास एक प्रकाशित पत्र है, जो केंद्रीय सरकार की 4.1.90 को प्राप्त हुआ था।

S.O. 290.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the management of Parascole Colliery of M/s. Eastern Coalfields Ltd., P.O. Kajoragram, District Burdwan (WB).

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 14 of 1984

PARTIES:

Employers in relation to the management of Parascole Colliery of M/s. Eastern Coalfields Ltd., P.O. Kajoragram, District Burdwan (WB).

AND

Their workmen.

PRESENT :

Mr. Justice Sukumar Chakravarty, Presiding Officer.

APPEARANCES :

On behalf of employer—Mr. P. Banerjee, Advocate.

On behalf of workmen—Mr. A. K. Gupta, President of the Union.

STATE : West Bengal.

INDUSTRY : Coal.

AWARD

By Order No. L-19012(56)/88-D.IV(B) dated 16th May, 1984, the Government of India, Ministry of Labour & Rehabilitation (Department of Labour) referred the following dispute to this Tribunal for adjudication:

"Whether the management of Parascole Colliery of ECL, P.O. Kajoragram, District Burdwan (WB) was justified in putting the two workmen namely Shri Bishnudeo Lohar and Birbal Bouri, employed in their workshop in Cat. IV after their regularisation as Lathe-man w.e.f. 6th July, 1981? If not, what relief they are entitled to?"

2. When the case is called out today, Mr. P. Banerjee, Advocate appears for the employer and Mr. A. K. Gupta, President of the Union appears for the workmen. They file a Joint Petition of Compromise duly signed by both the parties and pray for an Award in terms of the said Joint Petition of Compromise. Considered the Joint Petition of Compromise as well as the submission of the parties. The terms of the Joint Petition of Compromise appear to be fair, reasonable

and in the interest of the parties, I therefore, accept the same and pass an 'Award' in terms of the said Joint Petition of Compromise which do form part of this Award as Annexure-A.

This is my Award.

Dated, Calcutta,
The 27th December, 1989.

SUKUMAR CHAKRAVARTY, Presiding Officer
[No. L-19012/50/83-D.IV.B/IR (C. II)]

ANNEXURE-A

BEFORE THE HON'BLE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CALCUTTA

In the matter of Reference No. 14 of 1984

PARTIES :

Employers in relation to the management of Porascole Colliery of M/s. Eastern Coalfields Limited.

AND

Their Workmen.

Joint Petition of Compromise

The humble petition of both the parties herein concerned most respectfully shewth:—

- (1) That the above matter is pending for adjudication before the Hon'ble Tribunal and the matter has not yet been heard.
- (2) That, in the meantime, both the parties mutually discussed the instant matter and have come to an amicable settlement on the following terms:—

TERMS OF SETTLEMENT

- (i) The workmen Sri Bishundeo Lohar, Latheman and Sri Birbal Bouri, Latheman shall be regularised as Latheman in Cat. V (five) from 1st December, 1981.
- (ii) The above workmen will not be entitled to any payment of arrear wages arising out of pay-fixation in Cat. V to the date of signing of the Compromise petition, but they will be given notional seniority and incremental benefit in pay-fixation from 1st December, 1981.
- (iii) They will not raise any dispute before any forum claiming back wages for pay fixation.
- (iv) The terms of settlement will be given effect to from the date of sign on the compromise petition.

Both the parties pray that the above term of settlement may be acceptable by the Hon'ble Tribunal as fair and proper and that the Hon'ble Tribunal may be pleased to pass an award in terms of this settlement.

Dated, the 27th December, 1989.

Sd/-

Personnel Manager
For and on behalf of the
Employer.

Sd/-

Signature of Sri Birbal Bouri..

Sd/-

Signature of Sri Bishundeo Lohar.

Sd/-

President of the Union,
Ningha Colliery Mazdoor Union.

नई शिल्पी, 9 जनवरी, 1990

का.आ. 291.—मीटिंग के विवाद अधियनम, 1947 (1947 का 14) के धारा 17 के अनुसार में, केंद्रीय सरकार न भैमसं भिंगरेसी कोलिंगरेज, कं. लि. रामगुन्डम डिविजन के प्रबंधरेव से संबद्ध नियोजनों और उनके कर्मकारों के बीच, प्रत्युषंद में निर्दिष्ट प्रोटोकॉल विवाद में आंशिक अधिकारण, हैदराबाद के पंजपट को प्रवासित करती है, जो केंद्रीय सरकार को 9.1.90 प्राप्त हुआ था।

New Delhi, the 9th January, 1990

S.O. 291.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. Singareni Collieries Co. Ltd., Ramagundam Division and their workmen, which was received by the Central Government on 9th January, 1990.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL AT HYDERABAD

Dated, the 30th December, 1989
Industrial Dispute No. 32 of 1989

BETWEEN

The Workmen of S. C. Co. Ltd., Area-I, Ramagundam Division, P.O. Godavari Khani, District Karimnagar (A.P.).

AND

The Management of S. C. Co. Ltd., Area-I, Ramagundam Division, P.O. Godavarikhani, District Karimnagar (A.P.).

APPEARANCES :

None—for the Workmen.

M/s. K. Srinivasa Murthy, G. Sudha, Mitra Das and V. Usha Rani, Advocates—for the Management.

AWARD

The Government of India, Ministry of Labour by its Order No. L-22012(169)/88-D.IV.B, dated 27th April, 1989 referred the following dispute under Sections 10(1)(d) & (2A) of the Industrial Disputes Act, 1947 between the employers in relation to the management of Singareni Collieries Company Limited, Area-I, Ramagundam Division and their Workman to this Tribunal for adjudication:

"Whether the action of the Management of M/s. Singareni Collieries Co. Ltd., Area-I, Ramagundam Division in terminating services of Sri Aula Narayana, Timber Mazdoor GDK-5A Incline in April, 1981, without proper enquiry, is justified? If not to what relief the workman concerned is entitled?"

This reference was registered as Industrial Dispute No. 32 of 1989 and notices were issued to the parties

2. The Workman Union received the notice on 5th May, 1989 but failed to attend this Tribunal on 1st June, 1989, 26th June 1989, 24th July 1989, 25th August 1989, 15th September, 1989 and 4th October 1989 to which dates the case was adjourned for filing claim statement of the workmen. Claim statement was not filed on behalf of workmen. So the workman was set ex parte on 4th October, 1989.

3. The Management filed a counter stating that the workman was sanctioned leave from 4th March, 1981 to 6th March, 1981; that the workman abandoned duty from 7th March, 1981; that as per the Settlement the workman was appointed as temporary General Mazdoor from 11th August, 1982 to 1st November, 1982 by a letter dated 10th August,

1982 and from 16th November, 1982 to 15th February, 1983 and from 26th May, 1983 to 25th August, 1983 and again from 31st August, 1983 to 30th November, 1983, that during the period of employment the workman put in only 84 actual musters and remained absent without any leave for 142 days out of 226 working days, that in view of the absenteeism, the Management thought fit not to extend the temporary appointment of the workman any more; that the workman is beneficiary under the Settlement, that the settlement is binding on the workman and the workman is not entitled to any relief.

4. The point for consideration is whether the action of the Management of M/s. Singareni Collieries Company Limited, Area-I, Ramagundam Division in terminating services of Sri Avula Narayana, Timber Mazdoor GDK-5A Incline in April, 1981 without proper enquiry is justified?"

5. The Management examined one Srirama Murthy working as Senior Personnel Officer as M.W.O. He spoke to the averments made in the counter. Further he filed (1) representation of the workmen-Union, (2) Settlement arrived under Section 12(3) of the I.D. Act, (3) Appointment order, (4) Attendance particulars as Exs. M1 to M4 respectively. Ex. M1 is the representation dt. 7th May, 1982 made by the Workmen Union to the Divisional Superintendent requesting him for the reinstatement of the workman in question on sympathetic ground. As seen from Ex. M1, the workman was removed under Clause 11-C of the Standing Order as per the letter dated 12th April, 1981. Ex. M2 is a Memorandum of Settlement arrived at under Section 12(3) of the I.D. Act in respect of the removal of the workman under letter dated 12th April, 1981. As per Ex. M2 the Management had agreed to appoint the workman in question as a temporary mazdoor for a period of three months and to absorb him as Timberman in case his performances is satisfactory during the period of above three months. Ex. M4 is Attendance particulars of the workman during the period of Temporary appointment under four spells, in pursuance of Ex. M2. It is seen from Ex. M4 that the workman was irregular in attendance that he remained absent without any leave for several days. It is the case of the Management that the workman was not appointed subsequently because of absenteeism of the workman without leave for quite a good number of days. In the reference we are concerned only with the termination of the workman in April 1981. It is seen that a Settlement was arrived at in between the Management and the Workmen in respect of the said termination and the said Settlement is marked as Ex. M2. The termination of the workman was not touched under Ex. M2. Further it was only agreed for the appointment of the workman in question on temporary basis under Ex. M2. In the light of the Settlement it has to be held that the termination of the workman in question in April 1981 is justified.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal this the 30th day of December, 1989.

[No. L-22012(169)/88-D.IV.B/IR (C. II)]
C. RAMI REDDY, Industrial Tribunal

Appendix of Evidence

Witnesses Examined
for the Workmen :

NIL

Witnesses Examined
for the Management :

M.W.O. Srirama Murthy.

Documents marked for the Workmen
NIL

Documents marked for the Management

Ex. M1 Photostat copy of the representation dated 7th May, 1982 made by the Secretary, Andhra Pra-

desh Colliery Mazdoor Sangh to the Divisional Superintendent, Ramagundam Division-II, S. C. Co. Ltd., with regard to reinstatement of Avula Narayana.

Ex. M2 Photostat copy of the Memorandum of Settlement arrived at U/s. 12(3) of the I.D. Act during the conciliation proceedings held on 15th July, 1982 in the Industrial Dispute between the Management of S. C. Co. Ltd., and their workman A. Narayana, Ex-Timberman, GDK No. 5A Incline, represented by A.P.C.M. Sangh regarding reinstatement.

Ex. M3 Photostat copy of the Office Order dated 8/10th August, 1982 issued to Avula Narayana, by the Additional CME, RG. 11, S. C. Co. Ltd. appointing him as General Mazdoor.

Ex. M4 Photostat copy of the Attendance particulars of Avula Narayana.

C. RAMI REDDY, Industrial Tribunal

का.आ. 292.—श्रीगोपिक विद्यालय अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रत्यरूप में, केन्द्रीय सरकार व सैक्षण्य एवं नियम को कुमारखाला शापन काल संजोक्त के प्रबन्धताले रो संबद्ध नियोजकों और उनके समंकारों के बीच, अनुबंध में निर्दिष्ट श्रीगोपिक विद्यालय में केन्द्रीय सरकार श्रीगोपिक अधिकारण, शामनसील के पांचाल को प्रकाशित करती है, जो केन्द्रीय सरकार की 8.1.90 को प्राप्त हुआ था।

S.O. 292.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure in the industrial dispute between the employers in relation to the management of Kumarkhala Open Cast Project of M/s. E. C. Ltd. and their workmen, which was received by the Central Government on 8th January, 1990.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

Reference No. 15/89

PARTIES :

Employers in relation to the management of Kumarkhala Open Cast Project of E.C. Ltd.

AND

Their Workman.

PRESENT :

Shri N. K. Saha, Presiding Officer.

APPEARANCES :

For the Employers—Shri P. K. Das, Advocate.

For the Workman—Shri C. D. Dwevedi, Advocate.

INDUSTRY : Coal.

STATE : West Bengal.

Dated, the 29th December, 1989

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-22012/154/88-D.IV(B) dated 8th March, 1989.

SCHEDULE

"Whether the action of the Management of Kumarkhata OCP of M/s. E.C. Ltd., P.O. Haripur, District Burdwan in denying pay protection to Sri Munshi Kumar, Security Guard, is justified? If not, to what relief the concerned workman is entitled?"

2. During the pendency of the case, to day Sri C. D. Dwevedi, Advocate representing the union has filed a petition signed by the Vice-President of the union submitting therein that the concerned union is no longer interested to pursue the instant matter. In the petition the union has also prayed for a 'no dispute' award in this case. Sri P. K. Das, Advocate representing the management has no objection in this regard.

3. Upon consideration of the petition and the submission of the parties, this Tribunal has no other alternative but to pass a 'no dispute' award and accordingly a 'no dispute' award is passed.

This is my award.

N. K. SAHA, Presiding Officer
[No. L-22012/(154)/88-D.IV.B/IR (C. II)]

का.आ। 293.—श्रीधार्मिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसरण में, केवल मरकार व मैमजे ए.सी. लिमा को संग्रामगढ़ कोलिपर्से के प्रबंधनक्र में संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट श्रीधार्मिक विवाद में केवल मरकार अधिकारी, कर्मकारों के प्रतिपक्ष तो प्रकाशित करता है। जो केवल मरकार अधिकारी, कर्मकारों के प्रतिपक्ष तो प्रकाशित करता है, जो केवल मरकार को 8.1.90 को प्राप्त हुआ था।

S.O. 293.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Central Govt. Industrial Tribunal, Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the management of Sangramgarh Colliery of M/s. E.C. Ltd. and their workmen, which was received by the Central Government on 8th January, 1990.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA

Reference No. 92 of 1988

PARTIES :

Employers in relation to the management of Sangramgarh Colliery of M/s. E. C. Ltd.

AND

Their Workmen.

PRESENT :

Mr. Justice Sukumar Chakravarty, Presiding Officer.

APPEARANCES :

On behalf of employer—Mr. B. N. Lala, Advocate.
On behalf of workmen—None.

STATE : West Bengal.

INDUSTRY : Coal.

AWARD

By Order No. L-19012(151)/86-D.IV(B) dated 16th June, 1987, the Government of India, Ministry of Labour referred the following dispute to this Tribunal for adjudication:

"Whether the Management of Sangramgarh Colliery of M/s. ECL, P.O. Samdi, District Burdwan was justified in not regularising S/Smt. Rampatia Devi, Ashalata Devi, Balia Devi, Punia Devi and Shri Mahesh Ch. Chand, Truck/Wagon Loaders (Piece-rate) in Time-rated job with pay protection and (2) in stopping of wages from February, 1984 to October, 1984

to those workmen? If not, to what relief the workmen are entitled?"

2. When the case is called out today, Mr. B. N. Lala, Advocate appears for the employer. Nobody appears for the workmen. A petition has however been received from the Union stating therein that the Union is not interested to proceed with the present reference and the Union prayed for a 'No Dispute Award'. Mr. Lala appearing on behalf of the employer has no objection in this regard.

3. On due consideration of the petition of the Union as well as the submission of Mr. Lala appearing on behalf of the employer. I find that this Tribunal has no other alternative but to pass a 'No Dispute Award' and accordingly a 'No Dispute Award' is passed.

This is my Award.

SUKUMAR CHAKRAVARTY, Presiding Officer
[No. L-19012(151)/86-D.IV.B/IR (C. II)]

Dated, Calcutta,
The 1st January, 1990.

का.आ। 294.—श्रीधार्मिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसरण में, केवल मरकार व मैमजे ए.सी. लिमा को संग्रामगढ़ कोलिपर्से के प्रबंधनक्र में संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट श्रीधार्मिक विवाद में केवल मरकार अधिकारी, कर्मकारों के प्रतिपक्ष तो प्रकाशित करता है। जो केवल मरकार अधिकारी, कर्मकारों के प्रतिपक्ष को प्रकाशित करती है, जो केवल मरकार को 8.1.90 को प्राप्त हुआ था।

S.O. 294.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure in the industrial dispute between the employers in relation to the management of Kajora Area of M/s. Eastern Coalfields Ltd. and their workmen, which was received by the Central Government on 8th January, 1990.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL, ASANSOL

Reference No. 63/88

PARTIES :

Employers in relation to the management of Kajora Area of Eastern Coalfields Ltd.

AND

Their workmen.

PRESENT :

Shri N. K. Saha, Presiding Officer.

APPEARANCES :

For the Employers—Sri P. K. Das, Advocate.

For the Workmen—Sri C. D. Dwevedi, Advocate.

INDUSTRY : Coal.

STATE : West Bengal.

Dated, the 29th December, 1989

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Order No. L-24012/268/87-D.IV(B) dated the 18th August, 1988.

SCHEDULE

"Whether the action of the General Manager, Kajora Area of E.C. Ltd., P.O. Kajoragram, District Burdwan, in denying pay protection in respect of Madhu-

sudan Paswan and 26 others Security Guards as per Annexure A, is justified? If not, to what relief are the concerned workmen entitled?"

2. During the pendency of the case, on 13th December, 1989 Sri C. D. Dwevedi, Advocate representing the union has filed a petition signed by the Vice-President of the union submitting therein that the concerned union is no longer interested to pursue the instant matter. In the petition the union has also prayed for a 'no dispute' award in this case. Sri P. K. Das, Advocate representing the management has no objection in this regard.

3. Upon consideration of the petition and the submission of the parties, this Tribunal has no other alternative but to pass a 'no dispute' award and accordingly a 'no dispute' award is passed.

This is my award.

N. K. SAHA, Presiding Officer
[No. L-24012(268)/87-D.IV.B/IR (C-II)]

ANNEXURE-A

1. Madhusudan Paswan.
2. Manik Ram
3. Kamleswari Tanti
4. Prabhu Monia
5. Dndh Nath Gope
6. Hari Karan Mahato
7. Dhanik Lal Mahato
8. Harku Mahato
9. Budhan Harijan
10. Bodhi Harijan
11. Shyam Narayan Yadav
12. Ram Prakash Rai
13. Sundar Thakur
14. Krishna Nandan
15. Nawal Yadav
16. Niranjan Harijan
17. Ganeshi Harijan
18. Dipnarayan Rai
19. Maghu Koiri
20. Ram Udgat Mahato
21. Shyamdeo Mahato
22. Nanda Kurmi
23. Ramawatar Harijan
24. Suresh Thakur
25. Kailash Hazam
26. Raghu Manjhi
27. Niyadi Ahir.

क.प्र. २९५.—श्रीशोधिक विवाद अधियनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय गरकार व मैटर्ज इ.सो. एम. कांगड़ा ऐंजिनीयों कामियरीज के प्रबंधनतंत्र में संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट श्रीशोधिक विवाद में केंद्रीय गरकार श्रीशोधिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केंद्रीय गरकार को 8.1.90 प्राप्त हुआ था।

S.O. 295.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award of the Industrial Tribunal, Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the management of Parascole Colliery under Kajora Area of

M/s. E. C. Ltd. and their workmen, which was received by the Central Government on 8th January, 1990

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 37 of 1988

PARTIES :

Employers in relation to the management of Parascole Colliery under Kajora Area of E.C. Ltd

AND

Their workmen.

PRESENT :

Mr. Justice Sukumar Chakravarty, Presiding Officer.

APPEARANCES :

On behalf of employer—Mr. P. Banerjee, Advocate.

On behalf of workmen—None.

STATE : West Bengal.

INDUSTRY : Coal.

AWARD

By Order No. L-19012(99)/86-D.IV(B) dated 23rd April, 1987, the Government of India, Ministry of Labour, referred the following dispute to this Tribunal for adjudication:

"Whether the Management of Parascole Colliery under Kajora Area of M/s. E. C. Ltd., is justified in dismissing Sri Anath Polai, Wagon Loader from his service? If not, to what relief the workman concerned is entitled?"

2. When the case is called over today, Mr. P. Banerjee, Advocate appears for the employer. Nobody appears for the workmen. A petition has however been received from the Union stating therein that the Union is not interested to proceed with the present reference and the Union has prayed for a 'No Dispute Award'. Mr. Banerjee appearing for the employer has no objection in this regard.

3. On due consideration of the petition of the Union as well as the submission of Mr. Banerjee on behalf of the employer, I find that this Tribunal has no other alternative but to pass a 'No Dispute Award' and accordingly a 'No Dispute Award' is passed.

This is my Award.

SUKUMAR CHAKRAVARTY, Presiding Officer
[No. L-19012(99)/86-D.IV.B/IR (C. II)]

Dated, Calcutta;

The 1st January, 1990.

का.आ. २९६.—श्रीशोधिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केंद्रीय गरकार व मैटर्ज इ.सो. एम. कांगड़ा ऐंजिनीयों कामियरीज के प्रबंधनतंत्र में संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट श्रीशोधिक विवाद में केंद्रीय गरकार श्रीशोधिक अधिकरण, हैदराबाद के पंचपट को प्रकाशित करती है, जो केंद्रीय गरकार को 8.1.90 प्राप्त हुआ था।

S.O. 296.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. Singareni Colliery Co. Ltd., Area-II, Rangundam Division and their workmen, which was received by the Central Government on 8th January, 1990.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL AT
HYDERABAD

PRESENT :

Sri C. Rami Reddy, B.Sc., B.L., Industrial Tribunal¹.
Dated, the 28th December, 1989

Industrial Dispute No. 108 of 1988

BETWEEN

The Workmen of S.C. Co. Ltd.,
Area II, Ramagundam Division,
P.O. Godavarikhani,
Karimnagar District.

AND

The Management of S.C. Co. Ltd.,
Area II, Ramagundam Division,
P.O. Godavarikhani, Karimnagar District.

APPEARANCES :

None for the Workmen.

M/s. K. Srinivasa Murthy, G. Sudha and Mitra Das,
Advocates—for the Management.

AWARD

The Government of India, Ministry of Labour by its Order No. L-22012/65/88-D.IV.B dated 3rd November, 1988 referred the following dispute under Sections 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 between the employers in relation to the Management of Singareni Collieries Company Limited, Area II, Ramagundam Division and their workman to this Tribunal for adjudication :

"Whether the action of the Management of M/s. Singareni Collieries Co. Ltd., Area II, Ramagundam Division, P.O. Godavarikhani District Karimnagar (AP) in denying promotion as Asstt. Foreman in Technical Grade to Sri B. Keshavloo, Fitter, 6 CSP is justified. If not, to what relief the workman concerned is entitled?"

This reference was registered as Industrial Dispute No. 108 of 1988 and notices were issued to the parties.

2. The Workmen Union received the notice on 28th November, 1988 and failed to attend this Tribunal on 26th December, 1988, 7th February, 1989, 15th March, 1989 7th April, 1989, 18th May, 1989 and 14th June, 1989 to which dates the case was adjourned from time to time for filing the claim statement on behalf of the workmen. So the workman was set ex parte on 14th June, 1989.

3. The Management filed a counter justifying the action in denying the promotion to the workmen in question. The Management examined one Sri M. Ramalingeshwar Rao working as Personnel Officer as M.W.1 in order to show that the workman in question died on 5th October, 1988. A notice dated 5th October, 1989 exhibited on the notice board removing the workman from the rolls is also marked as Ex. M1 by the Management.

4. From the evidence of M.W.1 and Ex. M1 it is clear that the workman in question died on 5th October, 1988. Thus the case of the workman under reference is abated. Hence Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 28th day of December, 1989.

[No. L-22012(65)/88-D.IV.B/IR (C. II)]

C. RAMI REDDY, Industrial Tribunal

Appendix of Evidence

Witnesses Examined
for the Workman :

NIL

Witness Examined for
the Management :

M.W.1 M. Ramalingeshwar Rao.

Documents marked for the Workmen :
NIL

Documents marked for the Management :

Ex. M1—Notice dated 5th October, 1988 of the Executive Engineer, S.C. Co. Ltd., GDK 6 CSP & CHP (FC1) RG. II Godavari Khani with regard to removal of Boya Keshavulu's name from the rolls as he was expired on 5th October, 1988.

C. RAMI REDDY, Industrial Tribunal

का. श्रा. 297.—श्रीयोगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसार में, केन्द्रीय सरकार व भौतिकीय नियंत्रण का लिए, प्रिया II, रामगुदम डिविजन के प्रबंधतात्र से मंडप नियोजकों और उनके कर्मचारी के बीच अनुबंध में निर्दिष्ट श्रीयोगिक विवाद में श्रीयोगिक अधिकरण, ईंटरव्हाइट के पंचपट को प्रत्यागित करने हैं जो केन्द्रीय सरकार का 8.1.90 पात्र था।

S.O. 297.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s Singareni Collieries Co. Ltd. Area-II, Ramagundam Division and their workmen, which was received by the Central Government on 8-1-90.

ANNEXURE
BEFORE THE INDUSTRIAL TRIBUNAL AT
HYDERABAD

Delhi, the 28th December, 1989
Industrial Dispute No. 5 of 1989

BETWEEN :

The Workmen of S.C. Co. Ltd., Area-II,
Ramagundam Division,
P.O. Godavarikhani, Dist. Karimnagar (A.P.)

AND

The Management of S.C. Co. Ltd., Area-II,
Ramagundam Division, P.O. Godavarikhani,
Distt. Karimnagar (A.P.)

APPEARANCES :

None for the Workmen.

M/s. K. Srinivasa Murthy, G. Sudha, Mitra Das and
V. Usha Rani, Advocates for the Management.

AWARD

The Government of India, Ministry of Labour, by its Order No. L-22012/64/88-D.IVB dated 16-12-1988 referred the following dispute under Sections 10(1)(d) & (2A) of the Industrial Disputes Act, 1947 between the employers in relation to the Management of Singareni Collieries Company Limited, Area-II Ramagundam Division and their workmen to this Tribunal for adjudication.

"Whether the action of the management of M/s. Singareni Collieries Co. Ltd., P.O. Godavarikhani, Area-II, Ramagundam Division in denying promotion as Boring Operator to Sri V. Chandra Sekhar, General Mazdoor, GDK No. 9 Incline is justified? If not, to what relief the workman concerned is entitled?"

This reference is registered as Industrial Dispute No. 5 of 1987 and notices were issued to the parties.

2. The Workmen Union received notice on 12-1-1989 and failed to attend the Tribunal on 22-2-1989, 31-3-1989, 24-4-1989, 17-5-1989, 13-6-1989 to which dates the case was posted for the claim statement of the workman. No claim statement was also filed on behalf of workman. So the workman was set ex parte on 13-6-1989.

3. The Management filed a counter stating as follows :

The workman Sri V. Chandra Sekhar was working as General Mazdoor in GDK 9 Incline. He does not have any technical qualifications. He has to assist both the semi-skilled and skilled Mining and other technical staff. General Mazdoors have to sit for departmental tests and become eligible for semi-skilled and skilled posts in different categories. All the eligible employees will be given opportunity for promotion, based upon the vacancy and seniority cum-merit basis. The workman Sri V. Chandra Sekhar no doubt acted as Boring Operator. He was paid acting allowance. Just because he acted as Boring Operator, the procedure of promotion cannot be given a go-by. Continuous acting in higher category cannot create a right in favour of the workman to claim promotion nor can it create a right so as to make a demand to create a post in higher category only for the sake of the workman. There is no legal right in favour of the workman concerned. Thus the reference is liable to be rejected.

4. The point for consideration is whether the action of the management of M/s. Singareni Collieries Company Limited, P.O. Godavarikhani Area II Ramagundam Division in denying promotion as Boring Operator to Sri V. Chandra Sekhar, General Mazdoor, GDK No. 9 Incline is justified ?

5. The Management examined one Sri M. Ramalingeshwar Rao working as Personnel Officer as MW1 and marked Exs. M1 and M2. M.W1 deposed that the workman in question did not pass any departmental tests to become eligible for post of Boring Operator, that the workman acted as a Boring Operator for some time with the Exploration Department, that the workman was paid acting allowance for working as Boring Operator, that the workman is not eligible for Boring Operators post.

6. Further he deposed that each mine is a separate unit for the purpose of promotion and that there is no post of "Boring Operator" in 9A Incline. He also marked Ex. M2 which shows men on rolls as on 30-11-1989 in the Mine Nos. 7, 7A, 8, 8A and 9 and 9A Inclines. As seen from Ex. M12 there is no post of Boring Operator in 9 Incline where the workman in question is working. Further there is no evidence on the side of the workman to show that the workman in question possessed the requisite qualifications to be promoted as Boring Operator even if it is said that there is a post of Boring Operator in the Mine. Thus there is a post of Boring Operator in the Mine. Thus there is no material to consider the case of the workman in question for promotion as Boring Operator.

7. Hence, I am of the view that the action of the Management is justified in denying promotion to Sri V. Chandra Sekhar as Boring Operator in GDK 9 Incline.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him corrected by me and given under my hand and the seal of this Tribunal, this the 28th day of December, 1989.

SRI C. RAMI REDDY, Industrial Tribunal
[No. L-22012(64)/88-D.IV.B/IR(C. II)]

Appendix of Evidence

Witnesses Examined
for the Workmen :

Witness Examined
for the Management :

NIL

Documents marked for the Workman :

NIL

Documents marked for the Management :

Ex. M1 Acting particulars of V Chandra Sekhar as Boring Fitter.

Ex. M2 Men on roll as on 30-11-1989 in Ramagundam Area II, S. C. Company Limited.

का.प्रा. 298.—ग्रीष्मोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केंद्रीय सरकार व मैक्सी.सॉ. लिम. की बेज़ीह, मिशनो-पत्तोहना कॉलिडॉज के प्रबंधनस्थ से संबद्ध नियोजकों प्राप्त उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ग्रीष्मोगिक विवाद में केंद्रीय सरकार ग्रीष्मोगिक अधिकारण, बलात्ता के पंचपट को प्रकाशित करता है, जो केंद्रीय सरकार की 9.1.90 को पास हुआ था।

S.O. 298.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bejdih-Methani-Patmohana Collieries of M/s. E.C. Ltd. and their workmen, which was received by the Central Government on 9-1-90.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 13 of 1983

PARTIES :

Employers in relation to the management of Bejdih-Methani-Patmohana Collieries of Messrs Eastern Coalfields Limited, Post Office Sitarampur (Burdwan).

AND

Their workmen.

PRESENT :

Mr. Justice Sukumar Chakravarty—Presiding Officer.

APPEARANCES :

On behalf of employer—Mr. B. N. Lala, Advocate.

On behalf of workmen—None.

STATE West Bengal.

INDUSTRY : Coal.

AWARD

By Order No. L-19012(160)/82-D.IV(B) dated 28th January, 1983, the Government of Ind'a, Ministry of Labour & Rehabilitation (Department of Labour) referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Agent, Bejdih-Methani-Patmohana Collieries of Messrs Eastern Coalfields Limited, Post Office Sitarampur (Burdwan) in not paying annual increments from 1-3-1979, 1-3-1980, 1-3-1981 and 1-3-1982 and arrears arising out thereof to Shri Brijraj Singh Yadav overman is justified? If not, to what relief the workmen is entitled?"

2. When the case is called out today, Mr. B. N. Lala, Advocate appears for the employer. Nobody appears for the workmen. A petition has however been received from the Union stating therein that the Union is not interested to proceed with the present reference and the Union has prayed for a "No Dispute Award". Mr. Lala appearing for the employer has no objection in this regard.

3. On due consideration of the petition of the Union as well as the submission of Mr. Lala appearing on behalf of the employer, I find that this Tribunal has no other alternative but to pass a "No Dispute Award" and accordingly a "No Dispute Award" is passed.

This is my Award.

Dated, Calcutta,

The 1st January, 1990.

SUKUMAR CHAKRAVARTY, Presiding Officer

[No. L-19012(160)/82-D.IVB/IR(C-II)]

नई दिल्ली, 12 जनवरी, 1990

का.आ. 299.—श्रीधोगिक विदाय अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार व मैसर्जरी.सी. लिम. की पारस्कोल कोलियरों के प्रबंधन से संबंधित नियोजकों और उनके कर्मकारों के बीच, अनुदंड में निर्दिष्ट श्रीधोगिक विदाय में केन्द्रीय सरकार, श्रीधोगिक अधिकरण, आसनसोल के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को ग्राप्त हुआ था।

New Delhi, the 12th January, 1990

S.O. 299.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure in the industrial dispute between the employers in relation to the management of Parascole Colliery of M/s E.C. Ltd. and their workmen, which was received by the Central Government on 10-1-90.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL ASANSOL

Reference No. 30/88

PARTIES :

Employers in relation to the management of Parascole Colliery of M/s. Eastern Coalfields Ltd.

AND

Their Workman.

PRESENT :

Shri N. K. Saha,
Presiding Officer.

APPEARANCES :

For the Employers—Sri P. K. Das, Advocate.

For the Workman—Sri C. D. Dwevedi, Advocate.

INDUSTRIAL : Coal.

STATE : West Bengal.

Dated, the 3rd January, 1990

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-24012(193)/87 D.IVB dated 15-3-88.

SCHEDULE

"Whether the action of the Management of Parascole Colliery of M/s. Eastern Coalfields Ltd., P.O. Kajoragram, Dist. Burdwan (WB) in dismissing Sri Madan Karmakar, Explosive Carrier from service, is justified? If not, to what relief the concerned workman is entitled?"

2. During the pendency of the case, to-day (3-1-90) Sri C. D. Dwevedi, Advocate representing the union has filed a petition signed by the Vice-President of the union submit-

ting therein that the concerned union is no longer interested to pursue the instant matter.

In the petition the union has also prayed for a 'no dispute' award in this case. Sri. P. K. Das, Advocate representing the management has no objection in this regard.

3. Upon consideration of the petition and the submission of the parties, this Tribunal has no other alternative but to pass a 'no dispute' award and accordingly a 'no dispute' award is passed.

This is my award.

N. K. SAHA, Presiding Officer
[No. L-24012/193/87-D.IVB./IR(C-II)]

का.आ. 300.—श्रीधोगिक विदाय अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार व मैसर्जरी.सी. लिम. की पारस्कोल कोलियरों के प्रबंधन से संबंधित नियोजकों और उनके कर्मकारों के बीच, अनुदंड में निर्दिष्ट श्रीधोगिक विदाय में केन्द्रीय सरकार, श्रीधोगिक अधिकरण, आसनसोल के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-1-90 को ग्राप्त हुआ था।

S.O. 300.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure in the industrial dispute between the employers in relation to the management of Parascole Colliery of M/s E.C. Ltd. and their workmen, which was received by the Central Government on 10-1-90.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

Reference No. 6/88

PARTIES :

Employers in relation to the management of Parascole Colliery of M/s. Eastern Coalfields Ltd.

AND

Their Workman.

PRESENT :

Shri N. K. Saha, Presiding Officer.

APPEARANCES :

For the Employers—Sri P. K. Das, Advocate.

For the Workman—Sri C. D. Dwevedi, Advocate.

INDUSTRY : Coal.

STATE : West Bengal.

Dated, the 2nd January, 1990

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-24012(174)/87-D.IVB dated the 12th February, 1988.

SCHEDULE

"Whether the action of the Management of Parascole Colliery of M/s. Eastern Coalfields Ltd., P.O. Kajoragram, Dist. Burdwan (WB) in dismissing Sri Rajendra Rai, C.C.M. Mazdoor w.e.f. 5-2-85 is justified? If not, to what relief the concerned workman is entitled?"

2. During the pendency of the case, on 26-12-89 Sri C. D. Dwevedi, Advocate representing the union has filed a

petition signed by the Vice-President of the union submitting therein that the concerned union is no longer interested to pursue the instant matter. In the petition the union has also prayed for a 'no dispute' award in this case. Sri P. K. Das, Advocate representing the management has no objection in this regard.

3. Upon consideration of the petition and the submission of the parties, this Tribunal has no other alternative but to pass a 'no dispute' award and accordingly a 'no dispute' award is passed.

This is my award.

N. K. SAHA, Presiding Officer
[No. L-24012(174)/87-D.IV.B/IR(C.II)]
R. K. GUPTA, Desk Officer

नई दिल्ली, 8 जनवरी, 1990

301.—श्रीधौषिगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में केन्द्रीय सरकार भावनाथपुर लाइम स्टोन माइन्स प्रॉफ., बोकारो स्टेन एंड लाइट के प्रबंधसंति के सम्बद्ध नियोजकों और उसके कर्मकारों के बीच, अनुबंध में निर्दिष्ट श्रीधौषिगिक विवाद में केन्द्रीय सरकार श्रीधौषिगिक अधिकरण, न. 1, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार के 5.1.1990 को प्राप्त हुआ था।

New Delhi, the 8th January, 1990

S.O. 301.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1, Dhanbad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bhawanathpur Lime Stone Mines of Bokaro Steel Plant and their workmen, which was received by the Central Government on 5-1-1990.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947

Reference No. 24 of 1989

PARTIES :

Employers in relation to the management of Bhawanathpur Lime Stone Mines of Bokaro Steel Plant.

AND

Their workmen.

APPEARANCES :

For the Employers—Shri N. Singh, Assistant Chief Law Officer.

For the Workmen—None.

STATE : Bihar.

INDUSTRY : Lime Stone.

Dated, the 26th December, 1989.

AWARD

By Order No. L-26011/20/88-D-3(B), dated, the 8th March, 1989, the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

"Whether the action of the management of Bhawanathpur Lime Stone Mines of Bokaro Steel Plant in stopping the supply of uniforms to the MCOs/ PEOs working in Bhawanathpur Lime Stone Mines is justified? If not, what relief the concerned workmen are entitled to?"

2. The order of reference of the present industrial dispute made by the appropriate Government was received in the office of the Tribunal on 14-3-1989. It appears that the President, N.M.D.C. Mines Works Union, P.O. Bhawanathpur, Dist. Palamau (Bihar), raised the present industrial dispute, and in terms of the order of reference, the party raising the dispute was directed to submit its statement of claim alongwith other necessary papers within 15 days from the date of receipt of the order. But the union did not submit its statement of claim nor any paper in support of its claim. In such a predicament notice was issued under registered post on 15-5-1989 directing the President of the union to submit its statement of claim by 12-6-89. But the union did not comply with this order and again notice was issued to the President of the Union directing him to show cause as to why the case should not be disposed of according to law. The next date was fixed on 26-7-89. Even then the union or its President did not take any step. As a last resort, notice was again sent to the union on 17-11-89 under certificate of posting directing it to appear and to show cause as directed earlier. No action was taken by the union or its President. In the circumstances, I have reason to believe that the union is not interested in proceeding the present industrial dispute. That being so, I am constrained to pass a 'no dispute award' in the present case.

This is my award.

S. K. MITRA, Presiding Officer
[No. L-26011/20/88-D.III(B)]

नई दिल्ली, 9 जनवरी, 1990

का.पा. 302.—श्रीधौषिगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में केन्द्रीय सरकार सवाहो भावाका माइन्स प्रॉफ. दी बिहार स्टेन मिनरल इंडिपेंडेंट कॉर्पोरेशन लि., शुमरी तलेया, जिला हजारीबाग के प्रबंधसंति के सम्बद्ध नियोजकों और उसके कर्मकारों के बीच, अनुबंध में निर्दिष्ट श्रीधौषिगिक विवाद में केन्द्रीय सरकार, श्रीधौषिगिक अधिकरण, न. 1 धनबाद के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार की 5.1.1990 की प्राप्त हुआ था।

New Delhi, the 9th January, 1990

S.O. 302.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1, Dhanbad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Sapahi Mica Mines of the Bihar State Mineral Development Corporation Ltd., Jhumaritalaiya, District Hazaribagh and their workmen, which was received by the Central Government on 5-1-1990.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947

Reference No. 21 1988

PARTIES :

Employers in relation to the management of Sapahi Mica Mines of the Bihar State Mineral Development Corporation Ltd., Jhumaritalaiya, District Hazaribagh.

AND

Their Workmen.

APPEARANCES :

For the Employers : Shri R. S. Murthy, Advocate.

For the Workmen : None.

STATE : Bihar.

INDUSTRY : Mica.

Dated, the 26th December, 1989.

AWARD

The present reference arises out of Order No. L-28012(3)|82-D.III(B), dated, the 6th December, 1989 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows :

"Whether the management of Sapahi Mica Mine of Bihar State Mineral Development Corporation Limited, Post Office Jhumaritalaiya, District Hazaribagh are justified in refusing employment to Shri Bodhi Singh, an unskilled worker? If not, to what relief is the workman concerned entitled?"

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and I find them quite fair and reasonable. There is no reason why an award should not be made on the basis of terms and conditions laid down in the memorandum of settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under section 15 of the Industrial Disputes Act, 1947.

S. K. MITRA, Presiding Officer.
[No. L-28012|3|82-D.III(B)]

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of Ref. No. 21|88

PARTIES :

Employers in relation to the Management of Sapahi Mica Mines of the Bihar State Mineral Development Corporation Ltd. P.O. Jhumaritalaiya, District Hazaribagh.

AND

Their workmen,

Represented by Metalliferous Mines Workers Association, Koderma.

JOINT COMPROMISE PETITION OF EMPLOYERS AND WORKMEN.

The above mentioned Employers and the Workmen/Union most respectfully beg to submit jointly as follows :—

- (1) That the Employers and the Workmen/Sponsoring Union jointly negotiated the dispute covered by the aforesaid reference with a view to arriving at mutually acceptable and amicable overall settlement.
- (2) That as a result of such negotiations, the Employers and The Workmen/Sponsoring Union have arrived at a settlement on the following terms :—
 - (a) It is agreed that the workmen concerned Sri Bodhi Singh will be paid one month's wages and retrenchment compensation under Section 25-F of the I.D. Act for the period of continuous service put in by him under Bihar Mica Syndicate prior to the take over of the Sapahi Mica Mines by the Management (BSMDC).
 - (b) It is agreed that this is an overall settlement in full and final settlement of all the claims of Shri Bodhi Singh the workmen concerned arising out of the above reference.
- (3) That the employers and the workmen/sponsoring Union consider and declare hereby that the aforesaid terms of settlement are fair, just and reasonable to both the parties.

In view of the above, the Employers and the workmen/sponsoring union jointly pray that the Honble Tribunal may be pleased to accept this joint compromise petition and give an award in terms thereof.

Hony. General Secretary
Metalliferous Mine Workers
Association, Koderma
District Hazaribagh.
(S. N. SAHAY)
Dated : 26-10-89.

(U. K. CHOUBEY)
General Manager (Administ.).
Bihar State Mineral
Development Corporation Ltd.,
384/b, Road No. 4,
Ashoknagar, Ranchi.
(Raj. S. MURTHY)
Advocate
For Employers.

नई दिल्ली, 10 जनवरी, 1990

का.प्रा. 303.—श्रीधारिंग किवाद प्रधानियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसरें शामादर मंगलजी एंड क. प्रा. लि., पानजी, गोवा के प्रबंधतव से संबद्ध नियोजकों और उनके कर्मकारों के बाच, अनुशेष में निविट श्रीधारिंग किवाद में केन्द्रीय सरकार श्रीधारिंग प्रधिकरण, नं. 2, वर्ष 19 के पंचतट को प्रकाशित करता है, जो केन्द्रीय सरकार को 8.1.1990 को प्राप्त हुआ था।

New Delhi, the 10th January, 1990

S.O. 303.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Damodar Mangalji & Co. Pvt. Ltd., Panaji, Goa and their workmen, which was received by the Central Government on 8-1-1990.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY,

REFERENCE NO. CGIT-2|7 OF 1987

PARTIES :

Employer in relation to the management of M/s. Damodar Mangalji & Co. Pvt. Ltd., Panaji, Goa.

AND

Their Workman.

APPEARANCES :

For the Employer : Shri R. S. Pai, Advocate.

For the Workman : Shri Purushotam Gaonkar,
(The workman concerned)

INDUSTRY : Iron Ore Mines

STATE : Goa

Bombay, dated the 14th December, 1989

AWARD

The Central Government by their Order No. L. 29012|22|86-D.III(B) dated 31-12-1986 have referred the following industrial dispute to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

"Whether the action of the management of M/s. Damodar Mangalji & Co. Pvt. Ltd., in terminating/dis-

continuing the services's of or not taking on duties Shri Purushotham Gaonkar, Showed Operator with effect from 19-7-1985 is legal proper and justified ? If not, to what relief the said workman is entitled?"

2. The case of the workman Shri Purushotham Gaonkar as disclosed from the statement of claim (Ex. 2) filed on his behalf by the General Secretary of the Goa Mining Labour Welfare Union, in short, is thus :—

The said workman was appointed as a Shovel Operator in the company by M/s. Damodar Mangalji and Co. in 1983. However, on 17-7-1985 after working for 17 months, he was disallowed by the said company from operating the shovel. Some other person was employed to operate the Shovel. No notice regarding the termination of his service was given before his services were terminated, nor one month's pay in lieu of notice was given to him. No retrenchment compensation was also paid to him. On 1-8-1985 he was paid the balance amount of salary of Rs. 730.74 and an ex-gratia amount of Rs. 600. Thereafter an industrial dispute was raised before the Assistant Labour Commissioner(C) Vatendaga. However, as the conciliation proceedings ended in failure, the Central Government made the reference as above. The Union, therefore, lastly prayed that the said management be directed to reinstate the work with full back wages and continuity of service.

3. The said Company by its written statement (Ex. 3) contested the claim of the Union, and in substance contended thus :—

The said company had never terminated the services of the said workman. The said workman himself left the service on his own accord. The company accepted the oral request of the workman to relieve him from service, and paid him his legal dues. The said company, therefore, lastly prayed for the dismissal of the prayer of the Union.

4. The necessary Issues have been framed at Ex. 4.

5. The said workman examined himself at Ex. 6. Two witnesses were examined on behalf of the management. Thereafter while the case was at the stage of further evidence, both the parties came to an emicable settlement and filed the terms of settlement at Ex. 11, which are thus :—

1. The employer hereby pays the workman a lump sum amount of Rs. 20,000 (Twenty thousand only) being D.D. No. 814065 drawn on at Goa, Canara Bank in full and final settlement of all the claims of the workman and the workman will have no other claim of whatsoever nature against the company including any claim for reinstatement re-employment or any other money claims.
2. The workman hereby accepts Rs. 20,000 (Rupees Twenty thousand only) being D.A. No. 814065 drawn on Canara Bank, Goa in full and final settlement of all his claims incuding his claim for reinstatement with back wages. The workman expressly agrees that he will have no other claim of whatsoever nature against the employer including any claim for reinstatement or re-employment.
3. The parties jointly pray that the above reference be disposed of in terms of the above settlement."

6. The said settlement has been signed by the workman Shri Purushotham Gaonkar and by the representative of the Company. Both the parties admitted the execution and contents of the said settlement before me. I find that the said settlement is in the interests of both the parties. Hence I accept it. Therefore, the Award must be, and is drawn in terms of the settlement.

Award accordingly.

P. D. APSHANKAR, Presiding Officer.
[No. L-29012/22/86-D.III(B)]

का.आ. 304.—प्रौद्योगिक विद्यालय प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ट्रावनकोर टाइटेनियम गोड्डटम लि., तिवेस्म के प्रशंसित से सम्बद्ध नियोजकों और उनके वर्कमार्कों के बीच, अनुबंध में निर्विष्ट व्यापारिक विद्यालय में प्रौद्योगिक विद्यालय, कालिन के पंचपट को प्रकाशित करता है, जो केन्द्रीय सरकार का 8.1.1990 को प्राप्त हुआ था।

S.O. 304.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Quilon, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Travancore Titanium Products Ltd., Trivandrum and their workmen, which was received by the Central Government on 8-1-1990.

ANNEXURE

IN THE COURT OF THE INDUSTRIAL TRIBUNAL, QUILON

(Dated, this the 22nd day of December, 1989)

IN Industrial Dispute No. 15/87 BETWEEN

The Managing Director, Travancore Titanium Products Ltd., Kochuveli, Trivandrum-21.

(By Sri B. S. Krishnan, Advocate, Ernakulam).

AND

The workmen of the above concern represented by :

- (1) The General Secretary, Titanium Workers Union, Kochuveli, Trivandrum-21.
- (2) Sri K. Karunakaran, Advocate, Trivandrum.
- (3) Sri N. P. Varghese, Charge Hand (Instrument) (Additional Party).

(By Sri E. Baiju, Advocate, Trivandrum).

AWARD

The Government of India, as per Order No. L-29012/47/86-D. III(B) dated 14-7-1987 has referred the above industrial dispute for adjudication to this Tribunal.

The dispute to be resolved as per the schedule of the above order is :

SCHEDULE

"Is the management of Travancore Titanium Products Ltd., Trivandrum justified in fixing the scale of pay of Sri N. P. Varghese at Rs. 790 and denying the same to Sri Rajan Valath who claims to be senior to him but is paid only Rs. 750 ? If not, what relief Sri Rajan Valath is entitled to ?"

2. The General Secretary of the union espousing the cause of the workman, Sri Rajan Valath, has filed a claim statement and the case of union is briefly as under: Sri Rajan Valath was appointed initially on 4-1-1974 as Tradesman and promoted as Charge Hand on 23-2-1978. His pay was fixed as Rs. 296 and he was working in the Engineering Department of the management. Sri N. P. Varghese was initially appointed as Tradesman on 13-5-1974 and was promoted as Charge Hand on 11-8-1978. His salary was fixed as Rs. 278 and he was also working in Engineering Department. Sri Rajan Valath is apparently senior to Sri N. P. Varghese both in the length of service in his initial appointment in the lower cadre as well as in the promoted higher category as Charge Hand. Sri Rajan Valath was also drawing more salary than Sri N. P. Varghese. The Managing Director of

the management has revised the salary of Sri N. P. Varghese to Rs. 790 where as Sri Rajan Valath is drawing only Rs. 750. After the refixation, Sri N. P. Varghese is drawing one increment more than that of Sri Rajan Valath. But previously Sri N. P. Varghese was drawing one increment less than that of Sri Rajan Valath. It is a clear case of discrimination and the basic pay of Sri Rajan Valath is to be refixed at one increment more than that of Sri N. P. Varghese with retrospective effect in the interest of justice and equity. As per the settlement arrived between the management and the unions it was agreed that a junior workman should not draw more salary than that of his senior. It was also agreed that the anomalies in this respect are to be rectified by fixing the wages of the senior at a higher stage. The management had rectified many such cases. Though the union represented this matter several times, the management refused to refix the salary of Sri Rajan Valath. The management has taken the stand at conciliation stage that rectification of anomaly can be done only in the same cadre having same seniority as per the gradation list. This applies only in the case of promotion and not in the case of rectification of anomaly in pay fixation. The management had rectified such anomalies in the fixation of pay between different cadres and even between different departments. In the Subordinate Service Rule of the Company rectification of anomaly between the same department is not prohibited. The general secretary has cited some specific examples of rectification also in the statement.

3. The management opposes the claim of the union and the contentions advanced by the management are briefly as under : This reference is not maintainable in law as Sri N. P. Varghese or his union is not made a party to this reference. The man power in the operational side of the establishment is deployed in two departments namely production and Engineering. The Engineering Department is grouped in four wings namely; Electrical, Mechanical, Civil and Instrument. In every wing the employees are grouped trade wise like Electrician, Electrical Winder, Fitter, Welder, Turner, Machinist, Blacksmith, Rigger, Carpenter, Painter, Plumber etc. The qualification required for recruitment and promotion in each trade is different. The gradation list showing seniority is on trade wise as the promotion prospect is only in respect of trade. There is further groupings in each of the trade such as Supervisors, Charge Hand, Tradesman and work Assistants. The employees are not inter changable from one trade to another trade. An employee of a particular trade will be entitled to all types of prospects only in the same trade. The four wings stated above and the trades are devided and maintained as independent. The gradation list is worked out and published based on wing wise. Sri Rajan Valath was initially appointed as Tradesman as machinist and promoted as Chargehand machinist on 23-2-1978 against the vacancy in mechanic wing. Sri N. P. Varghese was initially appointed as Tradesman in instrumentation trade and was promoted as Chargehand instrument mechanic on 11-8-1978 in the vacancy in instrument wing. The instrument wing and mechanical wing are independent wings. Sri Varghese has raised anomaly in his pay scale in 1978 in the instrument wing and the management has resolved his grievance to place in the stage of Rs. 295 with effect from 12-5-1978. This was revised in subsequent revisions also. The difference in the basic pay of Sri Rajan Valath in mechanic wing and Sri N. P. Varghese in instrument wing was there from 1978 itself and Sri N. P. Varghese was drawing higher basic pay. Sri Rajan Valath has not putforward any claim then and the present claim is only an experimental one. He cannot claim parity with Sri N. P. Varghese in instrumentation trade in instrumentation wing. As per the rules of the company he cannot claim seniority and attendant benefits over Sri N. P. Varghese. The prohibition of drawing more salary by the juniors than the senior is applicable only to employees working in particular trade and wing. The rectification is also agreed upon to be done only on the basis of grievance raised in each of the trade and wing. The resolution of individual demands would lead to a chain of individual claims and hence the management has revised their stand as per the long term settlement. The rectification mentioned in the claim statement of the union has no bearing with the facts of this case. The further statement is that the Government refused to refer the demands of the similar nature taken up by some other employees of the management for adjudication. According

to the management Sri Rajan Valath is not having any legal and valid claim.

4. Sri N. P. Varghese was impleaded as additional party. He has filed two statements and the contentions advanced are briefly as under :—Sri Rajan Valath and Sri Varghese are under different units and seniority and pay scales of each unit are fixed unit wise. Any benefit granted to a workman of one unit cannot be claimed by the workman of another unit as each units are treated as separate entity. The workmen are not inter changable from one unit to another unit. The qualification experience etc. fixed for different units are also different. The gradation list is worked out and published based on wing wise. Sri N. P. Varghese joined the management company on 13-5-1974 under production department mechanic and after training for six months he was absorbed in the production department. In 1977 a new department, by name instrument department was opened and Sri N. P. Varghese transferred to that department. That department was closed in 1979 and Sri N. P. Varghese was absorbed in the engineering department and is working there from 1979 onwards. While he was working in the instrument department, on 12-5-1978, he was placed in the stage of Rs. 295 with effect from 12-5-1978 and from 1978 August he was working in the promotional grade as charge hand. However due to agitation of some of the workers that stage of Rs. 295 by providing an additional increment of Rs. 15 was withdrawn by the management. That was challenged before the court and the court ordered restoration of the increment and fixation at Rs. 295. In conformity with order of the court the management restored the increment and fixed the salary at Rs. 295. Sri N. P. Varghese has passed SSLC and ITI. He has undergone one year technical training in instrument mechanic from Indo Japanese PTC and has also undergone one year Technical Training Centre, Nasik. Further he has worker 2-3/4 years with HAL Nasik as a mechanic. Sri N. P. Varghese has no objection in granting any benefit to Sri Rajan Valath if he is legally entitled for the same. The statement of the management that Government of India declined to refer grievance of ten workers for adjudication is correct but subsequently the workers filed writ petition before the High Court of Kerala and the court directed Government of India to refer the matter for adjudication. It is further stated that the fixation stage and increment of Sri N. P. Varghese is in conformity with Rules and Regulations of the company and in conformity with court order.

5. The union has filed a replication refuting the contentions of management and Sri N. P. Varghese and reaffirming the case advanced by the union. It is further stated that for various purposes Engineering Department is considered as a single unit especially in service conditions, scale of pay, allowance and other emoluments. The gradation list is prepared and published for purpose of promotion only. The management has withdrawn refixation of Rs. 295 to Sri N. P. Varghese on 15-10-1980 and had again enhanced salary of Sri N. P. Varghese on 14-10-1985 with retrospective effect. Then only it came to the notice of Sri Rajan Valath and the union represented the matter to the management for rectification. There is no provision in long term settlement empowering the management to curtail unilaterally any of the benefits enjoyed by the workers.

6. The management has filed an additional statement and the contentions are briefly as under : Sri N. P. Varghese was absorbed in the payment cadre with effect from 13-11-1974. The instrument section headed by the instrument manager from 1977 onwards and functioned as an independent section. By an order of the Managing Director dated 21-8-1979, the instrument section was brought under the control of Chief Engineer which was only an administrative arrangement. The instrument department was not absorbed in the Engineering Department. Sri N. P. Varghese is working in the instrument section and his promotion chances, seniority etc. are reckoned only within that section. An anomaly was rectified in his basic pay with that of junior Sri Sadasivan Nair working in the same section which was refixed and there was no anomaly subsequently in the case of Sri N. P. Varghese. Some of the workers except Sri N. P. Varghese

challenged the revised order before the Labour Court and obtained an order in favour of them. This action created an anomaly to Sri N. P. Varghese, which was rectified. There was no court order to fix the salary of Sri N. P. Varghese. The anomaly in the basic pay of Sri N. P. Varghese was rectified with that of his juniors in the cadre as per the anomaly rules of company and not because of the court order, since there was no such verdict of the court.

7. Evidence consists of the depositions of Sri Rajan Valath as WW1 and Exts. W1 to W9 on his side. The management has examined its personnel and administrative manager as MW1 and Exts. M1 to M5 have been marked on the side of the management.

8. The claim of the union is for rectification of anomaly crept in while fixing the salary of Sri N. P. Varghese. The case is that Sri Rajan Valath is senior and Sri Varghese being junior getting more salary is an anomaly and to be rectified as per Ext. W7 settlement, W8 and W9 orders and the existing practice followed in the company. The man power in the company is deployed in two departments. The Engineering department consisting of four wings viz., Electrical, Mechanical, Civil and Instrument. The other department is production department. As per Ext. M3 subordinate service rules of the year 1977 and M4 subordinate service rules of the year 1967. Instrument wing and mechanist were treated independently. Admittedly there is no interchangeability also from one wing to another wing. But as per Ext. M2 subordinate service rules effective from 1-5-1985, the above four wings are grouped under Engineering department. According to the union the Instrument department was absorbed in Engineering department in 1979. But according to the management there was no such absorption but that wing was brought under the control of Chief Engineer which was only an administrative arrangement. Sri Varghese in his statement filed before this Tribunal has categorically stated that Instrument wing was absorbed in the Engineering department. But the management has not rebutted this by adducing any concrete evidence on this point. However, as per Ext. M2 the four wings in question are grouped under one department viz. Engineering department.

8. Sri Rajan Valath was appointed as Tradesman in Machinist trade on 4-1-1971 and was promoted as charge hand on 23-2-1978. Sri Varghese was appointed as Tradesman in Instrument wing on 30-5-1974 and was promoted as charge hand on 11-8-1978. The case of the management is that both these workmen being in separate wings Sri Rajan Valath cannot contend that an anomaly has crept in because Sri Varghese is getting more salary though he is junior to Sri Rajan Valath. According to the management an anomaly can arise only when equals are treated differently and no rarity can be claimed between these two workmen as they are under separate wings. There arose an anomaly in the basic pay of Sri Varghese with that of his junior, Sri Sadashiv Nair in the Instrument wing, during 1978 which was rectified on the request of Sri Varghese. This, according to the management, was as per anomaly rectification rules of the company and not as per any court verdict as contended by Sri Varghese. The above arguments of the learned counsel for the management in support of the management's case that Sri Rajan Valath is not entitled to claim rectification in this case is devoid of merit due to the following.

9. The union placed reliance on Ext. W7 settlement in support of the argument that where a junior comes to draw higher salary than his senior in the same department the difference in basic pay shall be made up by grant of personal pay to the senior. According to the learned counsel for the union there is no mention about anomaly within a section or unit in Ext. W7. But Ext. W7 as per its terms applies to cases anomalies purely as a result of pay revision or the other terms of the settlement dated 2-6-1971. Ext. W7, bipartite settlement was entered into between the management and the unions and during that time Sri Rajan Valath was not in the service of the company. Ext. W7 is not a conciliation settlement and Section 18(3) of the Indus-

trial Disputes Act cannot be invoked here and hence Sri Rajan Valath cannot directly claim benefit under this settlement alone. Moreover Ext. W7 does not lay down any general principles. But it is pertinent to note that Sri Varghese who was recruited subsequent to Ext. W7 also rectified his anomaly on the strength of this settlement. I shall now pass on to Ext. W8 and W9 orders of the company relied on by the learned counsel for the union. According to the learned counsel for the management Ext. W8 was an order rectifying pay revision anomaly and W9 applies to officers of the company who are governed by separate service rules. Subsequent to Ext. W7 settlement Ext. M3 subordinate service rules were framed in consultation with unions in the year 1977 and the departments were recasted. Thereafter Ext. M5 order was issued by the Managing Director of the company on 9-1-1978 stating that rectification of anomaly will be cadre wise or unit wise. But after Ext. M5 order, the management has rectified the pay of Sri Poulose, working in Electrical Section, when there was an anomaly with that of Sri M. A. John who was junior to Sri Poulose and working in Mechanical Wing. As per Ext. W9, the salary of Asstt. Engineers, Electrical, Sri Benson and Sri Divakaran Nair were rectified with that of Sri Chandrasekharan Nair, Asstt. Engineer, Civil. It is true that they are governed by separate service rules. But Ext. W9 shows a practice followed in the company with regard to anomaly rectification of employees working in separate wings.

10. As I have stated earlier as per Ext. M2 service rules four wings including Instrument wing and Mechanical wing were grouped under the Engineering department. The management has permitted rectification of anomaly of employees of Electrical wing and Mechanical wing as per Ext. W8 order. The dispute now raised by the management is that Ext. W8 was a pay revision anomaly and not a promotion anomaly which is to be rectified by this Tribunal in the present case. But the management has rejected the prayer of Sri Rajan Valath as per Exts W3 and W5 letters stating only that Sri Rajan Valath and Sri Varghese are working in different sections and cadres having separate seniority. No case of pay revision anomaly was stated by the management in Ext. W3 and W5 letters. Here the anomaly occurred due to fixation of salary of Sri Varghese. In the light of Ext. W8 and W9 orders and the existing system followed in the company the management cannot contend that the request of Sri Rajan Valath cannot be considered. There is no justification for denying the request of Sri Rajan Valath while the management has allowed similar claims as per Exts. W8 and W9 orders as the Machinist and the Instrument wing are grouped under the same department.

11. For the foregoing reasons, an award is passed holding that the action of management in fixing the scale of pay to Sri N. P. Varghese at Rs. 790 and denying the same to Sri Rajan Valath is unjustified. Sri Rajan Valath is entitled to get his pay fixed by one trenchment higher than that of Sri N. P. Varghese.

C. N. SASIDHARAN,
Industrial Tribunal.
[No. L-29012/47/86-D.III(B)]

APPENDIX

Witness examined on the side of the Workmen

WW1. Sri. Rajan Valath.

Witness examined on the side of the Management.

MW1. Sri. N. M. Vijayan.

Documents marked on the side of the Workmen.

Ext. W1. Copy of representation submitted by Sri. Rajan Valath to the management on 26-3-1986.

Ext. W2. Copy of letter issued to Sri. Rajan Valath from the management on 16-4-1986.

Ext. W3. Copy of letter issued to Sri. Rajan Valath from the management on 3-3-1986.

Ext. W4. Copy of representation submitted by Titanium Workers Union (AITUC) to the Managing Director of the company on 16-6-1986.

Ext. W5. Letter issued to the general secretary, Titanium Workers Union from the management on 1-7-1986.

Ext. W6. Copy of representation submitted by Sri. Rajan Valath to the management of the company on 3-12-1985.

Ext. W7. Copy of memorandum of settlement between the management and the unions dated 14-6-1972.

Ext. W8 Copy of order issued by the personnel manager of the company dated 13-11-1978.

Ext. W9. Copy of order issued by the personnel manager before this Tribunal in I.D. No. 8/87.

Documents marked on the side of the Management.

Ext. M1. Copy of statement filed by Sri. Rajan Valath before this Tribunal in I.D. No. 8/87.

Ext. M2. Subordinate service rules effective from 1-5-1985.

Ext. M3. Subordinate service rules for the year 1977.

Ext. M4. Subordinate service rules for the year 1967.

Ext. M5. True copy of the order issued by the Managing Director of the company on 9-1-1978.

का.आ. 305.—श्रीधोगिक विवाद अधिनियम, 1947 (1947 का 14) की आरा 17 के अनुसरण में, केन्द्रीय सरकार मिलाई रटील घाट, भिलाई जिला दुर्गपुर (मध्य प्रदेश) के प्रबंधतंत्र के संबंध नियोजनों और उनके कर्मकारों के बीच, अनुबंध में निर्णिप्त श्रीधोगिक विवाद में केन्द्रीय सरकार श्रीधोगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9.1.1990 को प्राप्त हुआ था।

S.O. 305.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bhilai Steel Plant, Bhilai, District Durg (Madhya Pradesh) and their workmen, which was received by the Central Government on 9-1-1990.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

CASE NO. CGIT/LC(R)(251)/1987

PARTIES :

Employers in relation to the management of Bhilai Steel Plant, District Durg (M.P.) and their workmen represented through the Metal Mines Workers' Union (INTUC), P.O. Nandini, District Durg (M.P.).

APPEARANCES :

For Union : Shri Yadav, Secretary of the Union.

For the Management : Shri D. C. Henri, Asstt. Chief Law Officer.

INDUSTRY : Mine.

DISTRICT : Durg (M.P.).

AWARD

This is a reference made by the Central Government, Ministry of Labour vide Notification No. L-29011/26/86-D.III B dated 9-12-1987 for adjudication of the following dispute :—

"Whether the management of Bhilai Steel Plant, Steel Authority of India Ltd., is justified in denying the

benefits of incentive bonus scheme to regular workers of manual mines as is being paid to the workers of mechanised mines of Nandini w.e.f. 1-9-1985? If not, to what relief the employees concerned are entitled to?"

2. The above dispute was referred as early as December 1987 and this Tribunal fixed 13 dates for filing the written statement by the parties. Though the management represented on all the dates but none appeared on behalf of the Union till 5-12-1989. On 6-12-1989 representative of both the parties appeared. Shri Yadav, Secretary of the Union, representing the workmen and the Union and Shri D. C. Henri on behalf of the management state that the dispute has already been settled and neither there is any need to file any terms of settlement, nor they seek for an award in this case.

3. There is nothing on record by which it can be said that the settlement arrived at between the parties is proper not. Under these circumstances I have no alternative but to pass a no dispute award in this case.

V. N. SHUKLA, Presiding Officer.
[No. I-29011/26/86-D.III(B)]

नई दिल्ली, 11 जनवरी, 1990

का.आ. 306.—श्रीधोगिक विवाद अधिनियम, 1947 (1947 का 14) की आरा 17 के अनुसरण में केन्द्रीय सरकार भिलाई रटील घाट और उनके कान्टरेक्टरस मसर्स गोविंद थिह ठाकुर और मैसर्स पुखराज जैन, डालीरामारा, जिला दुर्ग (म.प्र.) के प्रबंधतंत्र के संबंध नियोजनों और उनके कर्मकारों के बीच, अनुबंध में निर्णिप्त श्रीधोगिक विवाद में केन्द्रीय सरकार श्रीधोगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-1-1990 को प्राप्त हुआ था।

New Delhi, the 11th January, 1990

S.O. 306.—In pursuance of Section 77 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bhilai Steel Plant and their contractors M/s. Govind Singh Thakur and M/s. Pukhraj Jain, De'lirajhara, District Durg (M.P.) and their workman, which was received by the Central Government on 9-1-1990.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

CASE NO. CGIT/LC(R)(154)/1987

PARTIES :

Employers in relation to the management of Bhilai Steel Plant and their Contractors M/s. Govind Singh Thakur and M/s. Pukhraj Jain, Dellirajhara, District Durg (M.P.).

APPEARANCES :

For Management : Shri D. C. Henri, Asstt. Chief Law Officer.

For Contractors : Shri P. K. Sen Gupta.

INDUSTRY : Iron Ore. DISTRICT : Durg (M.P.).

AWARD

Dated : December 29, 1989.

This is a reference made by the Central Government, Ministry of Labour, for adjudication of the following dispute vide Notification No. L-26011/19/86-D.III(B), dated 19-8-1987.

(i) "Whether the management of Bhilai Steel Plant or their contractors M/s. Govind Singh Thakur and M/s. Pukhraj Jain are the employers in respect of the workmen engaged in the work of raising and transporting of Iron Ore at Jharandalli, Dalli and Mahamaya mines in terms of Section 2(g) read with Section 2(j) of the I.D. Act, 1947; and

(ii) Whether the action of the concerned employer in closing down the establishment without following the provisions of Section 25-O(1) of the I.D. Act is justified? If not, to what relief are the workmen entitled to?"

2. Written statement on behalf of the Contractors has been filed. Management, the Bhilai Steel Plant, sought some clarification from the contractors before filing their written statement. Contractors on 28-10-1988 replied to the clarifications sought by the management. Thereafter the case was fixed for arguments on preliminary points raised by the parties in their application for better particulars by the Bhilai Steel Plant dated 14-6-1984 and its reply by the Contractors dated 28-10-1988.

3. On 6-12-1989 both the representatives of the parties S|Shri D. C. Henri and P. K. Sengupta appeared and filed an application stating that the parties have amicably resolved the dispute in the following manner:—

1. The dispute as to who is the Employer in respect of the workmen employed by the contractor, it is agreed that the Contractor M/s. Govind Singh Thakur and M/s. Pukhraj Jain were the contractors|employers in respect of the workmen employed by them on the work of raising and transportation of iron ore at Jharandalli and Mahamaya Mines and the Bhilai Steel Plant was the principal Employer. These contractors have closed their establishments.

2. That the workmen who were rendered idle as a result of the closure of establishment and as above establishment have since been redeployed by incoming contractors on the same job of raising and transportation and the workmen have also been paid all their dues by the contractors and such payments have been certified by the Asstt. Labour Commissioner (Central), Raipur, there survives no dispute for adjudication by this Court.

4. Since the parties have come to an amicable settlement on the terms stated above, I have no alternative but to pass an award in terms of the settlement arrived at between the parties. I accordingly give my award without orders as to costs.

V. N. SHUKLA, Presiding Officer

[No. L-26011/19/86-D.III(B)]

का. आ. 307.—ओर्डीनेशन विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार राष्ट्राग्रा आयरल और माइन्स ऑफ निलाई स्टील प्लांट, फिलाई के प्रबन्धन के सम्बद्ध नियोजकों और उनके कर्मकारों के लिए, अन्वयन में निरिप्ट ओर्डीनेशन विवाद में केन्द्रीय सरकार ओर्डीनेशन अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-1-1990 को प्राप्त हुआ।

S.O. 307.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Rajhara Iron Ore Mines of Bhilai Steel Plant, Bhilai, and their workmen, which was received by the Central Government on 9-1-1990.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(51) of 1983

PARTIES :

Employers in relation to the management of Rajhara Iron Ore Mines of Bhilai Steel Plant, Bhilai, District Durg (M.P.) and their workmen employed with the 14 contractors named in the Annexure to the Schedule, represented through the Chhattisgarh Mines Shramik Sangh, P. O. Dallirajhara, District Durg (M.P.).

APPEARANCE :

For Contractors.—Shri R. Menon, Advocate.

For Bhilai Steel Plant.—Shri D. C. Henri, Asstt. Chief Law Officer.

For Workmen|Union.—Shri Shankar Guha Niyogi.

INDUSTRY : Iron Ore Mining. DISTRICT : Durg (M.P.).

AWARD

Dated : December 29th, 1989

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-26011/10/82-D.III(B) dated 8th September, 1983, for adjudication of the following dispute :—

"Whether the workmen employed by the management of Bhilai Steel Plant through their contractors|labour co-operative societies, noted below, are entitled to leave facilities viz. earned leave, public holidays, half pay leave, extra ordinary leave, quarantine leave, casual leave, special leave, maternity leave and festival leave at par with the workmen working in Bhilai Steel Plant ? If so, to what relief the workmen are entitled to?"

ANNEXURE

Sl. No.	Name
1.	M/s. Kalyan Traders
2.	P. R. Jain (Mayurpani)
3.	P. R. Jain (Kondekasa)
4.	Govind Singh Thakur (KL & S)
5.	D.K.M.S.S. Limittd.
6.	K.M.S.S.S. Limited.
7.	S.S.S.S. Limited.
8.	L.K.M.S.S. Limited.
9.	I.O.W. Coop. Soc. Ltd.
10.	R.K.M.S.S. Ltd.
11.	J.K.M.S.S. Ltd.
12.	Arihant Transport Co.
13.	C.T.C.
14.	Gumanmal Transport Company.

2. Parties filed their pleadings and documents and contested the dispute regarding the leave facilities to the contract labourers employed in Iron Ore Group of Mines at par with the leave facilities available to the workmen of the Bhilai Steel Plant. The demand of leave facilities was raised by the Chhattisgarh Mines Shramik Sangh. The management of Bhilai Steel Plant contended that the workmen employed by the contractors|Labour Co-operative Societies are entitled to leave facilities only as admissible under the Mines Act|Rules or under the Model Standing Orders or under the Standing Orders framed by their employers and not at par with the employees of the Bhilai Steel Plant|Mines. As such no industrial dispute exists between the management of Bhilai Steel Plant and the workers of Contractors|Labour Co-operative Societies represented by

Chattisgarh Mines Shramik Sangh. On the other hand, Contractors/Labour Co-operative societies have contended that they be deleted from the array of parties as the Bhilai Steel Plant is liable to make available the necessary leave facilities to their workers at par with the workmen working in Bhilai Steel Plant. On these pleadings of the parties my learned predecessor, Justice Shri K. K. Dube, framed the following issues and fixed the case for evidence of parties:—

Issues

1. Whether the workers affected by this reference are under the control and superintendence of Bhilai Steel Plant to affect their service conditions?
2. If so, whether the demand raised is justified?
3. The Union, Chattisgarh Mines Shramik Sangh, examined four witnesses on behalf of workers. The witnesses were cross-examined on behalf of the management, Bhilai Steel Plant. Thereafter the case was fixed for evidence of management and the contractors on 9-1-1987. Management and the contractors did not adduce evidence and sought a number of adjournments on one ground or the other. On 26-9-1989 Shri R. Menon, Advocate, appearing on behalf of the contractors filed a Memorandum of Settlement. Since the other parties were not present on that date the case was fixed for verification of settlement or evidence on 5-12-1989. Shri D. C. Henri verified the settlement on behalf of the management, Shri Shankar Guha Niyogi on behalf of the Chattisgarh Mines Shramik Sangh and Shri R. Menon, Advocate, on behalf of the Contractors.
4. I have gone through the Memorandum of Settlement filed on 26-9-1989. It is stated therein that settlement was reached on 12-8-1989 between the Union and the management of the Bhilai Steel Plant wherein it was agreed that the workmen of the Labour Cooperative Societies/Contractors shall be eligible for 7 days Casual leave and 5 days festival holidays in a year and that the management of Bhilai Steel Plant shall reimburse the leave wages to the respective employers viz. the Labour Cooperative Societies/Contractors on submission of Acquittance Roll. It was further agreed that the leave shall be granted at the discretion of the employers. In view of the above settlement dated 12-8-1989 the parties have prayed this Tribunal to give a Consent Award on the following terms:—

TERMS OF SETTLEMENT

- (1) That the workmen borne on the establishment of Labour Cooperative Societies and the Contractors engaged for the job of raising and transportation of iron ore in iron ore manual mines of Bhilai Steel Plant shall be entitled for 7 days Casual Leave and 5 days Festival Holidays in a year.
- (2) That the Management of the Bhilai Steel Plant shall reimburse the leave wages for the above leave and holidays to the employers on submission of their bills/Acquittance roll of such leave and holidays being availed by their workmen.
- (3) That whether or not to grant Casual Leave or Festivals' Holidays shall be the sole discretion of the employers and shall not be claimed as a matter of right by the workmen.
5. The above three terms of settlement do not disclose the date from which they will be made effective. The Central Government had referred the dispute vide Notification dated 8th September, 1983 after the conciliation having ended in failure. It would, therefore, just and proper if the terms of settlement arrived at between the parties are made effective from the date of reference i.e. from 8th September, 1983. I therefore record my award in terms of the settlement quoted above with the direction that the terms of settlement shall be made effective from 8th September, 1983. No order as to costs.

V. N. SHUKLA, Presiding Officer
[No. L-26011/10/82-D.III(B)]

नई दिल्ली, 12 जनवरी, 1990

ना. भा. 308.—जीवंगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के प्रत्यय में केन्द्रीय सरकार राज्यों आवासों और माइन्स और फिलाई स्टील लॉट, फिलाई के प्रबन्धतात्र के सम्बद्ध नियमों और उनके कर्मचारों के शीघ्र, अनुत्तम में नियंत्रित जीवंगिक विवाद में केन्द्रीय सरकार जीवंगिक अधिकारण, जबलपुर के प्रबन्ध का प्रकाशित करता है, जो केन्द्रीय सरकार का 9-1-1990 के प्राप्त हुआ था।

New Delhi, the 12th January, 1990

S.O. 308.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Rajhara Iron Ore Mines of Bhilai Steel Plant, Bhilai and their workmen, which was received by the Central Government on 9-1-1990.

ANNEXURE

BEFORE SHRI V. V. SHUKLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC (R)(62)/1987

PARTIES:

Employers in relation to the management of Rajhara Iron Ore Mines of Bhilai Steel Plant, District Durg (M.P.) and the workman Shri Raghu Ram Helper represented through the Secretary, Samyukt Mazdoor Sangh, (AITUC), P.O. Dallirajhara, District Durg (M.P.).

APPEARANCE:

For Union—Shri D. K. Rao.

For Management—Shri D. C. Henri, Asstt. Chief Law Officer.

INDUSTRY : Iron Ore Mine DISTRICT : Durg (M.P.)

AWARD

Dated, December 29th 1989

The Central Government in the Ministry of Labour has referred the following dispute to this Tribunal, for adjudication, vide Notification No. L-26012/61/86-D.III(B) dated 1st May, 1987:—

"Whether the action of the management of Bhilai Steel Plant in removing Shri Raghu Ram Helper from service w.e.f. 4-7-1984 is justified? If not, to what relief the concerned workman is entitled?"

2. Parties filed their respective statement of claim. From the pleadings of the parties it appears that the workman was employed as Helper in Rajhara Mines. He was charge-sheeted for wilful and habitual absence from duty without leave or without sufficient cause as provided under Clause 29(1)(iv) of the Standing Orders for Mines vide Memorandum dated 18-1-1984. Thereafter the management conducted domestic enquiry and on the report of the Enquiry Officer the competent authority imposed punishment removing the workman from the services of the company vide order dated 4-7-1984. It is also pleaded that the workman Raghu Ram has expired on 31-12-1985.

3. Smt. Kamla Bai W/o Late Shri Raghu Ram stated in her application dated 26-4-1988 that her husband Raghu Ram son of Laduram died out of Tuberculosis on 31-12-1985. Therefore this Court may grant relief to her in this case. The management submitted the names of legal heirs. The case was therefore fixed for arguments on the application of Smt. Kamla Bai.

However, on 6-12-1989 Shri D. K. Rao representing the workman and the Union stated that he does not want to proceed with the reference for the basis on which the reference was made was not found to be correct. In the circumstances of the case I make a no dispute award. No order as to costs.

V. N. SHUKLA, Presiding Officer
[No. L-26012/61/85-D.II(B)]
S. VENUGOPALAN, Desk Officer

नई विल्ही, 9 जनवरी, 1990

का. आ. 309 -—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की, धारा 17 के अनुसरण में, केन्द्रीय सरकार, स्टेट बैंक भाफ सौराष्ट्र के प्रबन्धनात्मक के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहिट औद्योगिक विवाद में केन्द्रीय औद्योगिक अधिकारण, भास्त्रमवाद के पक्षपात को प्रकाशित करते हैं।

New Delhi, the 9th January, 1990

S.O. 309.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Tribunal, Ahmedabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of Saurashtra and their workmen.

ANNEXURE

BEFORE SHRI N. A. CHAUHAN, CENTRAL INDUSTRIAL TRIBUNAL AT AHMEDABAD

Ref. (ITC) No. 8/87

BETWEEN

State Bank of Saurashtra, Bhavnagar.—First Party.

AND

Its Employees.

. . Second Party

Re : Whether the action of the Bank Manager, of terminating the service of Shri Pursotam Tolaram, from 22-11-78, is fair or not, etc.

Advocate—for the First Party—Shri M. J. Sheth.
Advocate for the Second Party—Shri Y. V. Shah.

ORDER

1. By the present reference, the dispute between the parties was submitted for legal decision to the Industrial Tribunal at Ahmedabad, vide order No. L-12012/142/86-D.2(A) dated 20-1-87, of the Government of India, Ministry of Labour, under Section 10(1)(d) of the Industrial Dispute Act, 1947, which is hereinafter referred to as Act of 1947 which reference has been transferred to us for legal decision.

2. The industrial dispute between the parties for legal decision is as under :

"The State Bank of Saurashtra had terminated the second party, Pursotam Tolaram, from service with effect from 22-11-78. Whether that step is fair; and thereafter, while recruiting other employees, he was not recruited. Whether that action is fair as per Section 25-F of the Act of 1947; and, if it is not fair, to what relief, the said employee is entitled?"

3. The fact of the case is such that the first party is a nationalised bank, having many branches in Saurashtra area of the State of Gujarat. In the Manavadar branch of this bank, the second party, Pursotam Tolaram, who will be referred to as the concerned employee or employee Pursotam, hereinafter, was appointed on temporary basis as godown watchman from 10-4-78. The concerned employee

was intermittently engaged in service and on each occasion, he was informed in advance about the period of his engagement. According to the last order, the period of his service expired on 21-11-78. Thereafter the concerned employee was not continued in service under any other order. The concerned employee wanted to be continued in service. So, when he was not continued in service after 21-11-78, he had filed a suit against the bank in the Civil Court at Manavadar. But the said suit was not admitted for the reasons of jurisdiction. Therefore, the concerned employee submitted the said dispute to the Conciliation Officer. No compromise could be arrived at between the parties there. Therefore, on the insistence of the said employee, the Government of India has submitted the reference of the dispute to the Tribunal for legal decision.

4. The concerned employee has submitted recovery application—Exh. 3—and has stated that he was engaged as godown watchman-pcon from 10-4-78 to 21-11-78 on temporary basis and he was intermittently discharged to make a show, with a view that he may not get the benefit of the Act of 1947; and ultimately, on 22-11-78, he has been terminated from service without any notice and without paying retrenchment compensation. This action, on the part of the managing committee of the bank, is illegal, in view of the provisions of Section 25-F of the Act of 1947. Therefore, he should be re-instated in service with back wages. It is further submitted by the concerned employee, that after terminating him from service, those employees who had joined the service after him, have been continued in service and thus, this action on the part of the managing committee of the bank is violative of the provisions of Section 25-H of the Act of 1947. Therefore, he should be reinstated in service with back wages. The concerned employee has also submitted that the provisions of Section 25-G of the Act of 1947, have not been complied with at the time of terminating him from service and thus, while terminating, the employees who had joined after him, have been continued in service and he has been terminated from service. Therefore, for all these reasons, he should be re-instated with back wages.

5. The first party, bank, in its written reply as per Exh. 7, has stated that the concerned employee is not entitled to any relief, either as prayed for or any other. The foremost submission of the bank is such that the present reference has been filed very late by the concerned employee. Therefore, for that reason, it cannot stand. Further, the submission of the bank is that the concerned employee was not employed on any permanent post, but he was engaged as godown watchman as and when necessity arose and only for that much period from 10-4-78. He was not employed continuously and during this period, he was employed for 176 days only, and, therefore, as per Section 25-F, he is not entitled to retrenchment compensation and notice or notice pay. Further submission of the bank is that in the branches of the bank situated at different places, as and when the necessity arises, such as, someone proceed to leave or in case of increase in the work-load, the branch Manager, in the village or in the city where the branch is situated, has to make appointments on temporary basis, and, therefore, he is also so authorised. Accordingly, the concerned employee was employed as godown watchman to watch the brewer customer's godown when the necessity arose to watch the aid godown at the Manavadar branch, and when it was not necessary to watch the godown, he was not continued. The bank has further submitted that the concerned employee was engaged on temporary basis and only for a limited period, and was not continued therefore, when his services were no longer required, and by not continuing the concerned employee in service, no provisions of the Act of 1947 have been breached, therefore, the concerned employee is not entitled to any relief.

6. The second party has examined himself at Exh. 24 in support of his submission. While the first party, bank has examined one of the bank officers, Shri Kirtikumar Joshi, at Exh. 30 in support of its submission and Shri Vijaykumar Ratilal Vyas, who was working at the relevant time as Manager at Manavadar branch, has been examined at Exh. 32. The parties have also relied on some documentary evi-

dence in support of their submissions, which will be referred to at the appropriate place in this order.

7. On behalf of the concerned employee, Shri Shah states that the concerned employee was engaged on 10-4-78 as godown watchman-cum-peon and continuous service was extracted from him till 21-11-78, when he was terminated, and he was made to serve as godown watchman and peon, but he was terminated simply to make a show, with a view that he may not get the benefit of a permanent employee. Against this, the submission of Shri Sheth is that the concerned employee was engaged only as godown watchman from 10th April to 16th May; from 19th May to 20th June; from 23rd June to 2th July; from 27th July to 9th August; from 12th August to 17th September; from 20th to 30th September; and finally, in the month of November, from 6th to 11th and from 15th to 21st on temporary basis. As a result, the bank does not accept the submission that the concerned employee was continuously employed from 10-4-78 to 21-11-78. As a result, the first question is to decide for how many days, the concerned employee was engaged.

8. From the evidence submitted by the parties, it is clear that during this period, whenever the concerned employee was engaged, he was given written orders for the period for which he is engaged, and the concerned employee has submitted those written orders with the list of Exh. 5. On perusing those orders, it appears that they are seven in number and they are given Exh. 14 to Exh. 20. On perusing the same, it appears that the concerned employee was not engaged for the whole of the month of October, 1978; and in November, 1978, he was first engaged on the 6th. The concerned employee, in his cross examination, admits that whenever he was engaged written orders were given and he has submitted those written orders with the list of Exh. 5. As a result, the submission of Shri Shah that the concerned employee was engaged continuously from 10-4-78 to 21-11-78, cannot be accepted. From the appointment orders submitted by the concerned employee, it is clear that he was engaged only intermittently for specified periods, as submitted by the bank. From the orders which have been submitted, it is clear that the concerned employee was intermittently engaged for 176 days from 10-4-78 to 21-11-78.

9. Shri Shah agrees that from these seven appointment orders, it results that the concerned employee was engaged only for those days but the submission of Shri Shah is such that it is mentioned in these orders that he was not engaged on 17th and 18th of May; on 21st and 22nd of June; on 25th and 26th of July; on 10th and 11th of August; on 18th and 19th of September, and on 12th 13th and 14th of November, with a view that his service is not counted as continuous; but the concerned employee has, in fact, worked on those days also. Therefore, those days should also be taken into consideration for deciding the period during which the concerned employee has worked. From the way in which the appointment orders are given, it is known that it is stated that he was not engaged for two days in each month. As such, the possibility cannot be denied that those days are not included with a view that his service may not be counted as continuous. Therefore, to decide the number of days for which the concerned employee has worked, it will have to be reckoned that the concerned employee has worked on those days also; and counting as such, the period of service of the concerned employee will have to be decided. Reckoning accordingly, the concerned employee has worked continuously from 10th April to 30th of September, i.e. for 21 days in April; for 31 days in May; for 30 days in June; 31 days in July; for 31 days in August; for 30 days in September. Therefore, he has worked for 174 days continuously and thereafter, he has worked continuously in the month of November, from 6th to 21st i.e. for 16 days. Therefore, it will have to be decided that the concerned employee has worked for a total of 190 days before his termination in that year. As stated earlier, he has worked for 176 days during this period, as per the submission of the bank. But, as stated earlier, from May to November, during whatever period of two-three days, he has not been engaged, if that period is also

taken into consideration, then also it will have to be decided that the concerned employee has worked for 190 days.

10. The submission of the concerned employee is such that he was appointed as godown watchman and peon; but the appointment letters given to him state clearly that he was engaged as godown watchman. The bank Manager also states that there is no combined post as godown watchman and peon and the concerned employee was engaged as godown watchman, because during that period, the godown of the customer needed additional responsibility. Therefore, the concerned watchman was engaged as godown watchman on temporary basis, and when the necessity of godown watchman was not felt, the concerned employee was not continued for additional period of temporary basis. It is to be noted here that as per the appointment letters, the concerned employee was engaged on 12th, 13th and 14th of November. The submission of the bank is such that the but to produce evidence that he was engaged on those days, the concerned employee has afterwards put his signature in the attendance register of the bank, but on this fact having come to be known, he cancelled the same. The submission of the concerned employee is such that, he was engaged and he had signed as usual. But both the parties did not think it fit to make submission of this dispute, because the concerned employee has no appointment letter of the bank to show that he was engaged on those days. Moreover, even if it is reckoned that he was engaged on those days, the working days of the concerned employee do not exceed 190 days. As a result, both the advocates have agreed that as per the evidence submitted, the concerned employee has worked for 177 days according to the appointment letters, but during the intervening days on which he was not engaged, if they are counted as artificial break, even them, the decision will have to be taken that the concerned employee worked for a total of 190 days.

11. As a result, the question now to be decided is that when the concerned employee was not continued in service after 21st November, 1978 and that when he was terminated from 22nd November, 1978, is he entitled to any notice or retrenchment benefit as per Section 25-F of the Act of 1947? As per the provisions of Section 25-F, an employee who has put in continuous service for a minimum of one year and if such employee is to be retrenched, the owner has to issue a month's notice in writing stating the reasons for the retrenchment, or in lieu of such notice, salary for the period of notice will have to be paid. Moreover, at the time of retrenchment, he has to be paid retrenchment compensation equal to 15 days' basic salary for each completed year of service. As stated earlier, the concerned employee was engaged on temporary basis for intermittent periods. Therefore, it is necessary to be seen that the service for this period can be counted as one year's service or not, as per Section 25-B. Under the provisions of Section 25-B, if an employee is engaged intermittently on temporary basis and if the said employee has put in 240 days' intermittent service during the year, it can be reckoned that he has worked for one year continuously. In our case, as stated earlier, the concerned employee has worked for less than 240 days intermittently. Therefore, to get the benefit of Section 25-F, it cannot be said that he has worked for one year. Therefore, when the concerned employee was not employed again on 22nd November, 1978, he is not entitled to any notice or pay in lieu of notice as well as retrenchment compensation under the provisions of Section 25-F.

12. The submission of Shri Shah is such that in order to get the benefit under Section 25-F, it is not necessary to have one year's continuous service as per Section 25-B. In support of this submission, he relies on a judgement of the High Court in the matter of Special Civil Application No 2514/87. But on a perusal of the said judgement it is known that the dispute in the said judgement was of a different nature. The employees submitted that they were terminated in April, 1985. Whereas the submission of the owner was that they were not terminated and they are in service. From the evidence it was found that out of those employees, some employees had worked for 59 days during January and February, 1986, and thereafter, it was ordered in May, 1987; that these employees are to be terminated. The said order was challenged before the High Court. Taking into consideration the circumstances narrated earlier, the High Court took a decision that the order terminating the services of the employees which was passed, was illegal in the above circumstances, because earlier in April, 1985, in the matter before the Labour Court

mission of the owner was that they were not terminated and that they are in service; the said submission and taking into consideration the fact that some employees had worked in February, 1986, the Labour Court did not accept the submission of the employees that they were terminated, and after the said order of the Labour Court, the owner had passed the order for the termination of the employees from service; and taking all these circumstances into consideration the High Court had decided that the said order was illegal, but from the said order of the High Court, it cannot be decided that to get the benefits of Section 25-F, it is not necessary for an employee to work continuously for one year as provided in Section 25-B.

13. Shri Shah, in support of his submission, relies on an order passed by our High Court on 10th December, 1987, in the matter of Special Civil Application No. 93/85, a short note of which order is published on page 157 of volume No. 25 of Gujarat Law Times. On a perusal of the same, it is found that in the Civil Hospital, Limbdi, the applicants appointed as ayas, were issued appointment orders for 29 days in a month. Thereafter, in the course of recruitment proceedings, they were selected by the selection committee and their names were entered in the selection list. Yet, ignoring the said selection list, others were recruited. In these circumstances, our High Court had issued direction not to terminate these employees. As a result, the gist of this order is in no way helpful to the concerned employee in our case.

14. Shri Shah relies on a judgement rendered by the Supreme Court in the matter of 'Kavanpore Tannery Ltd., Kanpur'. The said judgement was rendered on 11th November, 1960 in the matter of Civil Appeal No. 55/59 and which judgement is published on page 110 of volume No. 2 of Labour Law Journal, 1960. Section 25-H was added to the Act of 1947 in 1956. The provisions of Section 25-H are such that when it becomes necessary to re-engage a retrenched employee on the said post, the said employee is to be given an opportunity of employment and if the said employee is willing to be employed on that post, he should be given preference to other individuals. This Section was added in 1956. It was submitted before the Supreme Court that the provisions of Section 25-H should not be made applicable to the employees retrenched before 1956. The Supreme Court did not accept this submission. As a result, it cannot be said whether this judgement supports the submission of Shri Shah. The only thing which is clarified by this judgement, is that the retrenched employees are entitled to get the benefit of Section 25H. But it cannot be said from this judgement that the employee who has not put in 1 year's continuous service as per definition of Section 25-B, is also entitled to the benefit of Section 25-F.

15. In support of his submission Shri Shah relies on a judgement of the Supreme Court in the matter of 'P. Prabhakaran and others Vs. Kerala State Road Transport Corporation and others', which judgement was delivered on 12th November, 1979 in the matter of O.P. No. 1951/80 and No. 2134/80-D. In the said judgement the Supreme Court has taken a decision that the temporary employees also are entitled to the benefits of the provisions of Section 25-F and in the event of retrenchment, the same is to be done as per Section 25-G. It was so submitted before the Supreme Court that the employee who is entitled to the benefits of Section 25-F, the same employee is entitled to the benefits of Section 25-G. But the Supreme Court did not accept this submission. This means that employee who joined late, is to be terminated. But the employee who came late, may not be entitled to the benefits of Section 25-F; it cannot be made to mean that the employees who joined earlier may be terminated, allowing those employees who joined later to be continued. As a result, it cannot be said that this judgement also supports the submission of Shri Shah.

16. Shri Shah, in support of his submission, relies on a judgement of the High Court, rendered in the matter of 'Gujarat State Machine Tools Corporation Ltd.', which judgement is published on page 387 of volume No. 1 of Gujarat Law Report, 1987. In the said judgement, the High Court has decided that if a temporary employee is appointed on a permanent post, he is entitled to get the benefits of Section 25-F. Therefore, if a temporary employee, appointed on a permanent post is retrenched, the said employee is to be issued a notice as provided in Section 25-H, in the event of making appointment in that post. An advertisement in the

newspaper is not sufficient for this purpose. As a result, it cannot be said that this judgement also supports the submission of Shri Shah. As stated earlier, only that employee who is entitled to get the benefits of Section 25-F, is entitled to retrenchment compensation and notice regarding retrenchment. An employee who has not put in continuous service of one year under the provisions of Section 25-B, for such employee, it is not necessary to be given any notice or payment of retrenchment compensation, before termination. But it is clarified here that in the event of re-employment and when a necessity arises to recruitment employees due to temporary piling up of the workload, the employee who has been terminated from other branches, is not possible to be employed in the said village or city. In fact, the branches of the bank situated in different villages and different cities are independent units. Therefore, if a vacancy falls in the Manavadar branch of a godown watchman and if any other employee, who joined later is engaged and not the applicant, only in that event there is a breach of Section 25-H. As a result, there is no substance in the submission that Section 25-H has been breached.

18. On behalf of the concerned employee, it is submitted that Section 25-G has been breached in terminating him. The provisions of Section 25-G are such that when retrenchment is to be resorted to, employees who are newly appointed are to be retrenched first. As stated earlier, the concerned employee has indirectly alleged that Section 25-G has been breached. But he has not stated which employee has entered Manavadar branch as a godown watchman after the concerned employees, and the said employee has been continued in service. In addition, in the other branch also, it is not stated that the people who joined after him, have been continued in service as godown watchmen. It is necessary to take a note here that in the branches of the bank, as per exigencies of work, in the respective local branches, people were recruited on temporary basis as godown watchmen or as peons, and they were terminated when they were not necessary. From the employees thus terminated, it was insisted that they should be re-employed. These employees who have been recruited in respective branches, were not recruited through selection committee, but were recruited due to emergent requirements. In order that such employees may be engaged on permanent basis, the bank has introduced a scheme and all those employees who had worked for more than 90 days, were given an opportunity and a waiting list of the said employees was prepared and such employees were absorbed in the vacancies in the respective capacities. To start with they were recruited on part time basis on lump sum payment and when a vacancy fell of a part time on half pay, they were accommodated in those. And when there was a vacancy of a full time employee, they were accommodated on priority basis. To get the benefit of this scheme, the concerned employee has also applied and order was issued to engage him initially on lump sum payment basis. During that period, he got a job on temporary basis in Kalawad branch and as he was getting more salary in that service, he had accepted the said service. In this connection, a complaint of the concerned employee is such that because he did not accept the service on lump sum payment basis, he was terminated from the service in Kalawad branch which was given to him. The bank has not accepted this allegation. In the industrial dispute which has arisen before us, this point is irrelevant. Therefore, it is not necessary to decide who is right in this.

19. In this reference, it has been submitted on behalf of the bank that the present reference has been filed very late; therefore, the concerned employee cannot get any relief. It is necessary to note here that after the termination of the concerned employee, he had filed a suit in the Civil Court at Manavadar, against the bank and the said suit was cancelled for the reasons of jurisdiction. Therefore, the concerned employee had instituted proceedings before the Labour Court at Rajkot. And after that the present reference has been filed. It is not now necessary to decide whether the concerned employee had any valid reason for filing the reference late. Because, if it is decided that the concerned employee had valid reason for filing this reference late, the concerned employee is not entitled to any relief on merits. As a result, we do not feel it necessary to decide this point. As a result, the order as below, is passed in this reference.

ORDER

20. The bank has not done any illegal action in not continuing the concerned employee in service after 22nd January,

1978 and thereafter also in the new recruitment by the bank, it is not established that the concerned employee was done no injustice or loss. Therefore, the concerned employee is not entitled to any relief. As a result, the prayer of the concerned employee against the bank for re-instatement in service and for compensation cannot be accepted. Therefore, it is cancelled. Taking into consideration the financial condition of the concerned employee, it is not fair to tax him with the expenses. Therefore, the respective parties will have to bear the expenses of this reference.

N. A. CHAUHAN, Presiding Officer
[No. L-12012/142/86-D.II (A)]

S. C. SHARMA, Desk Officer

नई दिल्ली, 11 जनवरी, 1990

का. आ. 310.—औदोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार न्यू इंडिया प्रोटोरेस्ट कंपनी नियन्त्रित के प्रबन्धनाल के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविट औदोगिक विवाद में केंद्रीय सरकार औदोगिक अधिकारण, जामशेपुर के प्रभुपट को प्रकाशित करती है।

New Delhi, the 11th January, 1990

S.O. 310.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the annexure in the industrial dispute between the employers in relations to the management of New India Assurance Co. Ltd. and their workmen.

ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
LABOUR COURT, KANPUR
Industrial Dispute No. 135 of 1986

In the matter of dispute between :

Shri Ashok Kumar Gupta,
S/o Shri Surender Kumar Gupta,
R-111, New Area,
Agra-5.

AND

The Divisional Manager,
New India Assurance Co. Ltd.,
Divisional Office, Sanjay Place,
Agra.

APPLICANT/S.

OPP. PARTY/S.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-17012/4/86-D.IV(A), dated 4-12-86, has referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of New India Assurance Company Limited in terminating the services of Shri Ashok Kumar Gupta as probationary Inspector vide their letter dated 17-8-1984 is legal and justified? If not, to what relief he is entitled to?"

2. The present case was fixed for cross examination of the workman on 11-4-89, but on that date the workman could not put in his appearance because notice with regard to change of date was not issued to the workman. However on 19-4-89 again a notice was sent to the workman fixing 29-5-89 for his cross examination in pursuance of the order dated 11-4-89 making it clear that no prayer for adjournment would be entertained on any count.

3. On 29-5-89 workman did not put in his appearance. He absented himself despite issue of registered notice by the Tribunal. Thus it appears that he is not interested to contest the case.

4. As such a no claim award is given against the workman.

ARJAN DEV, Presiding Officer

[No. L-17012/4/86-D.IV(A)/IR (B-I)]
PADMA VENKATACHALAM, Dy. Secy.

नई दिल्ली, 12 जनवरी, 1990

का. आ. 311.—औदोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार वैकं बौद्धि दो के प्रबन्धनाल के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविट औदोगिक विवाद में केंद्रीय सरकार औदोगिक अधिकारण, जामशेपुर के प्रभुपट को प्रकाशित करती है, जो केंद्रीय सरकार का 9-1-90 को प्राप्त हुआ था।

New Delhi, the 12th January, 1990

S.O. 311.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. I, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the Bank of Baroda and their workmen, which was received by the Central Government on 9-1-90.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947

Reference No. 147 of 1988

PARTIES :

Employers in relation to the management of Bank of Baroda,

AND

Their Workmen.

PRESENT :

Shri S. K. Mitra, Presiding Officer.

APPEARANCES :

For the Employers : Shri K. C. Pati, authorised representative.

For the Workmen : Shri G. N. Lal, General Secretary, Bihar State Bank of Baroda Association.

STATE : Bihar.

INDUSTRY : Banking.

Dated, the 29th December, 1989

AWARD

By Order No. L-12019/127/88-D.O.II (A), dated the 4th November, 1988, the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Bank of Baroda in not paying the housing subsidy to Shri P. Sanyal is justified? If not, to what relief the workman entitled?"

2. The case of the management of the Bank of Baroda, as appearing from the written statement submitted by it, details apart, is as follows :

The service condition of employees of the Bank are governed by Sastry Award, Desai Award and Bi-partite Settlement as modified from time to time as well as administrative circular/decision. No workman can claim his posting at a particular place or branch under the service condition. Transfer and posting is under management's discretion and normal administrative functions. This is being done in view of the administrative exigencies and in the interest of the institution to achieve the objectives. Hence the claim of the concerned, P. Sanyal for his posting at Jamshedpur and for housing subsidy is unjustified. The concerned workman's request transfer was considered favourably by the Bank. He was advised to report to Regional Manager, South Bihar and Orissa Region, Jamshedpur for further posting. On the date of his reporting at Regional Office, Jamshedpur, the Regional Mana-

ger was on leave and therefore he could not be given any posting. He was temporarily deputed to Jamshedpur Main Branch pending finalisation of his posting. As he desired posting at Jamshedpur he was asked to give an undertaking not to claim housing subsidy as per Bank's rule. Instead of giving an undertaking he raised an industrial dispute through his union before the A.L.C.(C), Chaibasa. As per Bank's policy a workman, desiring transfer from one place to another, is required to give an undertaking to forego any special allowance at the place of request transfer for a period of two years from the date of such transfer. If the workman requests for transfer to a place which is a project area, he is also required to give an undertaking not to claim housing subsidy at such project area. The logic behind the policy is to safeguard the inter-se seniority of the workman at the place of request transfer. As per policy adopted by the Bank, the workman who owns housing accommodation at the Project Area, who has constructed/purchased house at Project Area, by availing housing loan from the Bank and a workman who on his request transferred to Project Area is not given the facility of housing subsidy at the Project Area. Since the concerned workman desired posting at the Project Area, Jamshedpur, he was asked to give an undertaking not to claim housing subsidy as per Bank's policy. Instead of giving an undertaking required under the policy of the Bank, the union raised an industrial dispute before A.L.C.(C), Chaibasa. The conciliation proceeding ended in failure. The Bank again requested him to give an undertaking as per Bank's rule and he was informed that should he fail to give the undertaking the Bank would be constrained to post him at Raipur where he was originally posted. In the circumstances, the management of the Bank has prayed that its action in denying housing subsidy to the concerned workman be held to be justified.

3. The case of the concerned workman, as appearing from the written statement submitted by the General Secretary of the sponsoring union, Bihar State Bank of Baroda Employees Association, briefly stated, is as follows :--

The concerned workman was appointed by the management of the Bank of Baroda as Clerk-cum-Typist and was posted at Raipur Main Branch, Madhya Pradesh on 1-7-1983. He is presently posted at Regional Office, Bank of Baroda at Jamshedpur, after he was transferred in the month of March, 1987. He requested the Bank for his transfer to Jamshedpur because of his serious illness and the Head Office was pleased to transfer him to Jamshedpur. According to the Bank's practice as contained in Bank's circular being No. CO:BR:71/357 dated 13-12-1979 an employee seeking transfer according to his choice has to give some undertaking to forgo existing special allowance, if any, enjoyed by him and to undertake not to claim any special allowance at the place of his request transfer for a period of two years from the date of such transfer. The concerned workman signed the undertaking on the draft submitted by the Bank. Consequent upon the order of transfer he joined Jamshedpur in March, 1987 and thereby he is entitled to be paid housing subsidy at the rate of Rs. 300 per month from 1-4-87 as enjoyed by other employees of the Bank of Baroda working at Jamshedpur. Housing subsidy facility is enjoyed by the Bank employees working in different Banks having branch in Jamshedpur whether initially appointed at Jamshedpur or sent to Jamshedpur from outside branches on request transfer. There is no discrimination in payment of housing subsidy in a single case at Jamshedpur whether in Bank of Baroda or in any other bank prior to the demand of the management of the Bank of Baroda from the concerned workman to forego his housing subsidy facility. Immediately after he joined at Jamshedpur he was asked by the local authority to give in writing that he would not claim housing subsidy, if he desired to continue in service at Jamshedpur. Pressures were mounted on him by the management. In such predicament he approached the Association which raised an industrial dispute in the matter before A.L.C.(C), Chaibasa. But the conciliation proceeding ended in a failure. While the industrial dispute was pending pressure was mounted by the management. The Regional Manager, Bank of Baroda, South Bihar and Orissa Region, Jamshedpur finally wrote a letter dated 3-6-88 to him forcing him to submit an undertaking on or before 1 p.m. of 4-6-88 foregoing claim for housing subsidy. By the above letter the management was forcing the concerned workman to submit the undertaking under

res. In the circumstances the union has prayed that the management be directed to pay housing subsidy to the concerned workman.

4. In rejoinder the management of the Bank has asserted that the concerned workman is not entitled to housing subsidy as he was posted to Jamshedpur on his own request.

5. In rejoinder to the written statement of the Bank, the union has denied that the employees who are posted at the Project area on request transfer are not being paid housing subsidy as per policy of the Bank of Baroda.

6. The management, in order to justify its action, has examined only one witness, namely, MW-1 Dipankar Mukherjee, now posted as Manager (Personnel) in the Regional Office at Jamshedpur and has laid in evidence only one item of document which has been marked Ext. M-1. On the other hand, the union has examined three witnesses, namely, WW-1 Sukanta Pal, WW-2 Bally Kumar and WW-3 Prasanta Sanyal, the concerned workman, and laid in evidence a number of documents which have been marked Exts. W-1 to W-10.

7. Admittedly, the Bank of Baroda (hereinafter referred to as the Bank) is a nationalised Bank having its Eastern Zonal office at Calcutta and Regional Office at Jamshedpur for South Bihar and Orissa Region. The concerned workman, Prasanta Sanyal, joined the service of the Bank as Cashier-cum-Typist on 1-7-83 at Raipur Main Branch. It appears that by an application dated 5-1-85 he applied for transfer from Raipur to (1) Bistupur, (2) Golhari (Jamshedpur) and (3) City Branch in Calcutta in order of preference on the ground of Jamshedpur being his home town and his parents staying there and Calcutta being a nearest place of his home town (Ext. M-1). It appears that no precipitate action was taken on this application. Anyway, it appears from the testimony of MW-1 Dipankar Mukherjee, at present Manager (Personnel) in Jamshedpur Regional Office that the concerned workman requested for his transfer to Jamshedpur on the ground of his having suffering from tuberculosis as his brother and other family members staying there would help him in recovery from illness. This time the application of the concerned workman was considered favourably by the Bank. The Branch Manager, Raipur Branch, informed him by letter dated 5-3-87 (Ext. W-3) that his request of transfer to Jamshedpur had been considered favourably by higher authority and that he would be relieved from Raipur Main Branch on 7-3-87 after office hours. He was directed to report to the Asstt. General Manager (Eastern Zone), Calcutta for his posting at Jamshedpur. By letter dated 13-3-87 the Senior Manager (Personnel) of Eastern Zonal Officer directed him to report to the Regional Manager (South Bihar and Orissa), Jamshedpur (Ext. W-4). There is no dispute that Sri Sanyal reported for duty at Regional Office at Jamshedpur. But since the Regional Manager was not present, he was directed to join his duty at Jamshedpur Main Branch till further decision was taken by the Regional Manager. Ultimately he was posted to the Regional Office at Jamshedpur. The letter of the Branch Manager at Jamshedpur dated 22-4-87 supports this position (Ext. W-7).

8. It appears that the Bank has laid down certain guideline in respect of request transfer (Ext. W-1). In terms of general guideline a workman requesting for transfer should agree in writing to forego existing special allowance, if any, and undertake not to claim any special allowance at the place of transfer for a period of two years from the date of such transfer and the draft of such undertaking was enclosed with general guideline. The draft of the undertaking lays embargo on two counts (1) to forgo special allowance, if any claim for the time of transfer and (2) not to put up any claim for special allowance for a period of two years from the date of transfer for any post carrying special allowance merely on the basis of seniority. Admittedly, the concerned workman executed this undertaking.

9. Admittedly, Jamshedpur falls within the jurisdiction of Project Area and workmen posted at Jamshedpur, a project area, are entitled to be paid housing subsidy at the rate of Rs. 300 per month for each clerical staff and Rs. 200 per month for each sub-staff provided such subsidy is not avail-

able to the part-timers, the employees who have their own house at the place of their posting and the employees who constructed house by taking Bank's loan in the place of posting. This is evidenced from the testimony of MW-1 Dipankar Mukherjee, Manager (Personnel) of the Bank Regional Office, Jamshedpur. This being so normally the concerned workman is entitled to get housing subsidy by reason of his being posted at Jamshedpur.

10. The authorised representative of the Bank has contended that the concerned workman is not entitled to housing subsidy since he was posted at Jamshedpur on his own request. On the other hand, the authorised representative of the sponsoring union has submitted that general guideline in respect of request transfer does not envisage any provision that an employee should forego housing subsidy in case of request transfer. It appears from the evidence of MW-1 Dipankar Mukherjee that housing subsidy is not a special allowance. He has further stated that there is a circular of the Bank giving broader guideline for request transfer and besides these there are certain administrative rules governing such provision which is not circulated amongst the staff. In other words, Sri Mukherjee's statement indicates that there exists administrative rules putting embargo on drawal of housing subsidy by any member of the staff who is transferred to a Project Area on request. But the Bank has not produced before me any such administrative rules in support of this contention.

It appears from the testimony of WW-1 Sukanta Pal, formerly Asstt. General Secretary of the sponsoring union at Jamshedpur and now a member of the Working Committee of the sponsoring union that Indian Bankers' Association who is the parent body of the management of all the Banks introduced the provision for housing subsidy in all Banks and that by and by all the Banks have introduced the policy of housing subsidy. There is no dispute that the Bank has introduced the policy of housing subsidy in Project Area and it is available to the staff of Jamshedpur, a project area at the rate as mentioned earlier. Admittedly, the concerned workman initially did not furnish any undertaking foregoing housing subsidy. He has testified that before his transfer to Jamshedpur the higher authority of Raipur did not ask him to submit any undertaking foregoing housing subsidy and that at Eastern Office at Calcutta he was not asked to submit any such undertaking. He has further stated that at the Regional Office at Jamshedpur the management tried to procure from him by force an undertaking foregoing housing subsidy. But he did not yield and raise an industrial dispute over the matter. WW-2 Bally Kumar is presently working in Punjab National Bank, Jamshedpur. He has stated that he was transferred to Jamshedpur on request and even though he was transferred there on request, he was getting housing subsidy. He has asserted that other employees of Punjab National Bank who have been transferred to Jamshedpur on their own requests are getting housing subsidy. This testimony of his has not been disproved, in cross-examination. On the contrary, the circular issued by the management of Punjab National Bank, Jamshedpur dated 1-5-87 (Ext. W-6) establishes the fact that housing subsidy facility extended to award staff including those who have come to Jamshedpur from other places on request transfer. Thus, the preponderance of evidence establishes the fact that housing subsidy is available to staff of the Bank at Jamshedpur, a project area at varying rates even on request transfer. The management of the Bank could not produce any administrative rules in abrogation of this entitlement. Punjab National Bank, also a nationalised Bank, is providing housing subsidy to award staff in project area even on request transfer. This being the position, I am constrained to hold that the concerned workman is entitled to get housing subsidy as per rates admissible to him since this subsidy was introduced in Jamshedpur admittedly with effect from 1-4-1983.

11. It appears that after the conciliation proceeding ended in a failure the Regional Manager by letter dated 3-6-88 requested the concerned workman to submit an undertaking for not claiming housing subsidy failing which he would be relieved from Jamshedpur office after close of office hours of 4-6-88 with instruction to report before the Regional Manager, Raipur for further posting (Ext. W-9). In the circumstances, the concerned workman was left with two op-

tions either to submit an undertaking foregoing housing subsidy or to be transferred to Raipur Region and in such a predicament he submitted the undertaking (Ext. W-10). This undertaking cannot be accepted as an undertaking given by the concerned workman by exercising his free will. As a matter of fact he was constrained to give such undertaking under threat of immediate transfer. Hence, this undertaking has got no force at all.

12. Anyway, the management of the Bank condescended to the transfer of the concerned workman from Raipur to Jamshedpur on compassionate ground as he was then suffering from tuberculosis. The concerned workman has testified that he has come round and now it is open for the management of the Bank to take an administrative decision as to whether the concerned workman should be retained at Jamshedpur or he should be transferred elsewhere in the interest of the Bank.

13. Accordingly, the following award is rendered—the action of the management of Bank of Baroda in not paying housing subsidy to the concerned workman is unjustified. The management of the Bank is directed to pay him housing subsidy from the date of joining Jamshedpur office until he is posted elsewhere at the rate admissible to him.

In the circumstances of the case, I award no post.

S. K. MITRA, Presiding Officer
[No. L-12012/127/88-D.II(A)]

का. आ. 312.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार और रियल्ट्स बैंक ऑफ कार्मस के प्रबन्धनात्मक संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध विनियिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण कानपुर के पंचवट की प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

S.O. 312.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Govt. hereby publishes the award of the Central Govt. Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial dispute between the employers in relation to the Oriental Bank of Commerce and their workmen, which was received by the Central Govt.

ANNEXURE

BEFORE SHRI ARJAN DEV PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 87 of 1989

In the matter of dispute between :

1. Shri Ramendra Dhwa,
Uttar Pradesh Bank Workers Organisation,
13 Laxmi Nagar Suraj Kunj Road Meerut.
2. Kumari Neera Garg,
C/o. Sh. V. N. Sekhari, 26/104,
Birhana Road, Kanpur.
3. Sh. Harmangal Prasad,
U.P. Bank Employees Union.
36/1 Kailash Mandir, Kanpur.

AND

Regional Manager,
Oriental Bank of Commerce,
Rahul Place G-193 Lohia Nagar,
Ghaziabad U.P.

AWARD (PART)

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/557/88-D.2(A) dt. 29-3-1989, has referred the following dispute for adjudication to this Tribunal :—

Whether the action of the management of Oriental Bank of Commerce in terminating the services of S/Sh. Brahm Dutt and Navin Kumar Jain and Km.

Neera Garg and not considering them for further employment while recruiting fresh hands under sec. 25H I.D. Act is justified ? If not, to what relief are the concerned workmen entitled ?

2. The present reference order consists of three workmen, namely, S/Sh. Brahm Dutt, Navin Kumar Jain and Km. Neera Garg and industrial dispute in respect of them have been raised by three different Unions i.e. by U. P. Bank Workers Organisation in respect of workman Shri Brahm Dutt, by U. P. Bank Employees Union in respect of workman Km. Neera Garg and by Sh. V. N. Sekhari, in respect of workman Shri Navin Kumar Jain.

3. In the present case claim statement on behalf of workman Shri Brahm Dutt has only been filed but in respect of other two workmen, namely, Sh. Navin Kumar Jain and Km. Neera Garg none is appearing. Rather from the order sheet dt. 5-6-89, it appears that Shri V. N. Sekhari moved an application for sending summons to Km. Neera Garg directly at the address given in the application. The said application was allowed and the case was ordered to come up on 30-6-89, for filing of statement of claim on her behalf with the direction to send a notice a fresh intimating the date fixed in the case directly to the workman at the address given by Sh. Sekhari, in his application dt. 5-6-89. Notice from the Tribunal was given to the workman Km. Neera Garg on 12-6-89, but on 30-6-89, when the case was taken up for hearing none appeared from her side nor there was any application from her. Almost similar was the case in respect of workman Shri Navin Kumar Jain, who too appears to have not filed claim statement till 30-6-89. The case was again adjourned for filing of claim statement to 1-8-89 in respect of workmen Km. Neera Garg and Shri Navin Kumar Jain.

3. On the other hand in respect of workman Shri Brahm Dutt, the management filed written statement and thereafter the workman filed rejoinder on 5-10-89 and after that the present case in respect of workman Sh. Brahm Dutt was fixed for 25-10-89 for his affidavit evidence at Camp Meenut.

4. On 25-10-89, when the case came up for hearing Sh. Dhawaj appeared for the workman Sh. Brahm Dutt and Shri Jagat Arora, Advocate, appeared for the management. On that date, I observed that there is no dispute about the legal position that in such an event a no claim award can be given by the Tribunal where some of the workmen are not appearing in the case to contest their case.

5. Thus from the above facts and circumstances of the case it is clear that workmen S/Shri Navin Kumar Jain and Km. Neera Garg are not interested in prosecuting their case and as such a no claim award is given against them in the present case.

6. I accordingly give a no claim award against the workmen Sh. Navin Kumar Jain and Kuanri Neera Garg.

7. The reference is, therefore, answered partly.

ARJAN DEV, Presiding Officer
[No. L-12012/557/88-D.II (A)]

का. धा. 313.—ओर्डिनेशन विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार सिलिकेट बैंक के प्रबन्धसंघ के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में नियिट ओर्डिनेशन विवाद में केन्द्रीय सरकार ओर्डिनेशन अधिकारण, मद्रास के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

S.O. 313.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Govt. hereby publishes the award of the Industrial Tribunal, Madras as shown in the Annexure in the Industrial dispute between the employers in relation to the Syndicate Bank and their workmen, which was received by the Central Government.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMILNADU
MADRAS

Industrial Dispute No. 25 of 1985

(In the matter of dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947
166/GJ/90-8)

between the workmen and the Management of Syndicate Bank, Trivandrum).

BETWEEN

The workman represented by :
The Joint Secretary,
Syndicate Bank Employees' Union,
Syndicate Bank, Statue Junction,
Trivandrum.

AND

The Assistant General Manager,
Syndicate Bank, Regional Office,
Rajdhani Buildings, East Fort,
Trivandrum-655023.

REFERENCE :

Order No. L-12012/219/84-D.II.A, dated 20th April 1985 of the Ministry of Labour, Government of India, New Delhi.

This dispute coming on for final hearing upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru U. P. Shet, Authorized Representative appearing for the workman and of Thiru S. Jayaraman, Advocate for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following

AWARD

This dispute between the workman and the Management of Syndicate Bank, Trivandrum-23 arises out of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in its Order No. L-12012/219/84-D.II.A, dated 20-4-85 of the Ministry of Labour for adjudication of the following issue :—

"Whether the action of the management of Syndicate Bank, Trivandrum in terminating the services of Smt. P. Vasantha Kumari, Typist with effect from 3-6-81 while retaining her juniors in the service and also recruiting fresh hands without considering her for further employment is justified ? If not, to what relief is the workman concerned entitled."

2. The averments in the claim petition are that the Respondent Bank appointed Smt. P. Vasantha Kumari as typist at the Regional Development Office, Trivandrum and at the Branch Office at Ronkunnam between the period 20-5-1980 and 3-6-1981. The particulars of period of appointment and the offices where she worked have been enclosed along with the claim petition. The Respondent issued many orders of appointment and on completion of each term of appointment relieved the workman. Thus the workman had worked from 29-5-80 to 28-7-80; 1-8-80 to 30-9-80; 6-10-80 to 5-11-80; 13-11-80 to 12-1-81; 1-4-81 to 30-4-81 and 4-5-81 to 2-6-81. This fact show that the Respondent was in need of the workmen as typist and there was vacancy of typist. The intention of the management is clear that the workman would not get any legal right for permanent position as typist in the Bank. The workmen has worked for 242 days during the 2 calendar months from June 1980 to May 1981, preceding the date of final relief from the Regional office. She is entitled for appointment to the permanent post of typist after 90 days of temporary services as per the Bi-partite settlement. The Respondent-Bank refused to consider the representation of the workman. Before terminating the services of the workmen, the Respondent-Bank has recruited two employees on 2-1-1981 and 8-1-1981 to the post of typists in the permanent vacancy. The workman has completed 240 days out of total 272 days of appointment during the 12 calendar months preceding the termination. The termination is nothing but retrenchment attracting Section 2(oo) of the Industrial Industrial Disputes Act. Ignoring the claim of the workman, they appointed on permanent basis, persons junior in service to the workman. The Respondent has violated the provisions of Section 2(oo), 25-B(1), 25-G, 25-H and 25-J of the I.D. Act. The Petitioner is entitled to be reinstated in service with retrospective effect with all consequential benefits.

3. The Respondent in its counter states that there is no valid industrial dispute between the workman and the management. The reference is bad in law and is incompetent and the petitioner-union has no locus standi to raise this dispute. The employee concerned was engaged only for specific periods on various occasions. The total number of days she has worked in a calendar year comes to about 225 days. The Petitioner was engaged purely on temporary basis for specific periods on account of temporary increase in work loads. She was relieved from the permanent employment on the expiry of the specific period. Hence Section 2(oo)(bb) of the Industrial Disputes Act is attracted and cannot ask any consequential relief. It is incorrect to state that she was engaged for a total number of 272 days and that too at intervals. She was not put in 240 days in a calendar year. It is incorrect to state that as per Bi-partite settlement she has completed 90 days of temporary service, she is entitled to appointment in a permanent post. The Bi-partite settlement cannot be invoked if the person concerned worked on temporary basis for a stipulated period as against the permanent vacancy. The averments that the Respondent has included two employees on 2nd January, 1981 and 8th January, 1981 and absorbed them in permanent vacancies is without any substance. It is incorrect to state that an understanding was reached between the Petitioner-Union and the Management-Bank in respect of appointment of persons who had worked for more than 240 days. The persons worked for 240 days should be provided with employment in permanent vacancy as and when such vacancies available as per the Government Guidelines. Even assuming the termination amounts to retrenchment, the Petitioner cannot be entitled to any relief of reinstatement as a matter of right. There is no violation of provision of Industrial Disputes Act. Hence the application is liable to be dismissed.

4. The points for determination are (i) Whether the action of the Management in terminating the services of Smt. P. Vasantha Kumari, Typist is justified? (ii) To what relief?

5. Exs. W-1 to W-7 and Exs. M-1 to M-10 were filed on either side. No oral evidence was adduced on either side.

6. Point (i).—It is an admitted case of parties and also as can be seen from the order of appointment of Smt. P. Vasantha Kumari under Ex. M-1, M-3 and M-8 that she was appointed on temporary basis for a period of one month and she has no right to claim any permanent appointment in the Respondent-Bank. Therefore there is no dispute in this case either with regard to the order of appointment or the dates on which she was relieved under Ex. M-3, M-6 and M-10.

7. The case of the Petitioner is that she has worked for 242 days during the 12 calendar months i.e. from May, 1980 to June, 1981, preceding the date of termination dated 3rd June, 1981. The further case is that she has worked for totally 272 days out of which she was continuously engaged for 242 days during the 12 calendar months. But the Respondent would deny that she was engaged only for 225 days that too at intervals. Much less she has not completed 240 days. Therefore according to the Respondent she has worked for 225 days in a calendar year. At this stage, the learned Authorised Representative would contend that in view of the decision reported in 1985-4-Supreme Court Cases page 71 (American Express vs. Workmen) by including the paid holidays she would have worked more than 240 days. This decision would show that the holidays should be included for the purpose of calculation of 240 days in an academic year provided they are paid holidays. The learned counsel for the Respondent except denying the fact that the employer has not worked for 240 days they cannot dispute the law laid down by the Supreme Court in the American Express case. He would only contend that the Petitioner has not established by examining herself in the witness box that she actually worked for 240 days. It is not in dispute by including the holidays, she would have completed 240 days since admittedly even according to the Respondent's Counter, she has completed 225 days excluding the holidays. Therefore I have no hesitation in coming to a conclusion that the employee has worked 240 days in a calendar year as contemplated under Section 25-B(i) of the Industrial Disputes Act.

8. The next question would arise whether the petitioner is entitled to reinstatement. The learned Authorised Representative contended that the disengagement of Petitioner by whatever manner would only amount of retrenchment

as per Sec. 2(oo) and therefore the employee should be reinstated with all benefits having completed continuous service of 240 days. In other words, the contention is that the employee who has completed 240 days of continuous service of Section 25-B cannot be retrenched without complying the provision of Section 25-F of the Industrial Disputes Act. As against this contention the learned counsel for the Respondent would contend in as much as the appointment of an employee is only for a specific period on temporary basis would not amount to retrenchment and Section 2(oo)(bb) is attracted. In this connection, it is true, the Petitioner was appointed for specific period. After expiry of the contract period the workman if is disengaged, it would not amount to retrenchment. Section 2(oo)(bb) was introduced by Act 49 of 1984 with effect from 18-8-84. In this case, the learned Authorised Representative pointed out that the employee having been terminated some time in 1981 and the amendment came into force only from August 1984, the provision 2(oo)(bb) is not attracted. But on the other hand the learned counsel for the Respondent relying on the judgement of the Supreme Court reported in 1989—Tamil Nadu Law Notes Journal (SC) part 5 at page 1 contended that the amendment will have retrospective effect. In the above decision the appeal against the decree in O.S. 42/71 on the file of the Civil Court was pending in the Supreme Court. The Defendant Appellant before the Supreme Court contended that since the property was purchased in benami name he is entitled to invoke the Benami Transaction Prohibition Act, 1988 and claimed his right. This contention is accepted by Supreme Court and extinguished the decree in favour of the Plaintiff. It is urged by the Respondent's counsel in this case also Sec. 2(oo)(bb) is retrospective since the reference is in the year '85 after coming into the force of the amendment act in August 1984. I am unable to appreciate this contention. It is completely forgotten by the learned counsel for the Respondent that even before coming into force of the amendment Act, the workman was terminated some time in 3-6-1981. Long after the termination of the workman, the reference was made some time in 1985. It cannot be contended that the matter of non-employment was pending since before any Tribunal or court and therefore the amended act can be invoked in favour of the employer. It appears an ingenious argument is sought to be made by the learned counsel for the Respondent. The above decision of the Supreme Court is not applicable to the fact of this case. Hence there is no question of Section 2(oo)(bb) is retrospective and therefore the petitioner is barred from claiming any relief under Section 2(oo)(bb). Admittedly the Respondent has not complied with the provisions 25-F of the I. D. Act before terminating the worker. Anyway it is strenuously contended by the learned counsel for the Respondent that the employee is not entitled to reinstatement in as a matter of right. In this connection the learned counsel for the Respondent relied on the decision of Madras High Court reported in 1974—I.L.L.J. page 459 (Management of Crompton Engineering Co. v. Presiding Officer). It was held therein.

"Essentially the order of reinstatement postulates existence of post in which the particular persons were working, and with reference to which the employment was terminated. When there is no post, and no termination of employment, there is no question of reinstatement."

The learned counsel for the Respondent also relied on 1987—I.L.L.J. page 141 wherein the Division Bench of our High Court confirmed the view held in 1974—I.L.L.J. page 459. The learned counsel for the Respondent further contended that in 1979—I.L.L.J. page 41 (Coimbatore Pioneer B. Mill's Presiding Officer, Lt. Court) the Division Bench of our High Court has held that

"In such circumstances of non-compliances with the provision of Section 25-F where bonafides or the need for retrenchment is justified the Labour Court will have a discretion with reference to the facts in each case, either to order reinstatement or direct payment of compensation in lieu of such reinstatement."

In short, it is the case of the Respondent even assuming the petitioner has completed 240 days and the Respondent

having violated Section 25-F of the I.D. Act, the employee has no vested right to be reinstated. In other words, the plea of the Respondent is that the order of appointment itself was a temporary basis and was filed up or contingency for a shorter period and there was no permanent vacancy. It cannot be taken as at use to get a regular employment in the Respondent-Bank by bypassing the procedure laid down by the Government.

9. In 1981—II—L.L.J. page 70 (Mohan Lal v. Bharat Electronics Ltd.) an argument was raised that an employee who had rendered service of 240 days within a period of 12 calendar months should not be reinstated but awarded only compensation. The Supreme Court rejected this contention and held that

"It the termination of service is ab initio void and inoperative, there is no question of granting reinstatement because there is no cessation of service and a mere declaration follows that he continues to be in service with all consequential benefits."

10. In 1982—I—L.L.J. page 330 (L. Robert D'Sousa v. Executive Engineer, Southern Railway and another). The Supreme Court has held while dealing with Section 25-F of the I. D. Act at page 336 as follows :

"That apart, it is an undisputable position that none of the other pre-conditions to a valid retrenchment have been complied with in this case because the very letter of termination of service shows that services were deemed to have been terminated from a back date which clearly indicates no notice being given, no compensation being paid and no notice being given to the prescribed authority. Therefore, termination of service, being retrenchment, for failure to comply with Section 25-F would be void ab initio."

Similarly in 1984—I—L.L.J. page 233 (Gammon India Ltd. Noranjan Dass) the Supreme Court at page 236 has held that

"It is not disputed that the pre-requisite for a valid retrenchment as laid down in Section 25-F has not been complied with and therefore the retrenchment bringing about termination of service is ab initio void."

Thus it is seen from the above decisions, the Supreme Court has categorically held once the pre-conditions of Section 25-F are not complied with the order of termination is ab initio void and consequently leading to reinstatement of the employee.

11. In the light of the law laid down by the Supreme Court, and also the decision 1979—I—L.L.J. page 41 giving discretion to the Tribunal either to order reinstatement or direct payment of such reinstatement, this Tribunal is inclined to reinstate the workmen taking into consideration that she has been deprived of the employment. For all these reasons; this point is found in favour of the Petitioner.

12. In the result, the Respondent is directed to reinstate the workman with backwages and with all other attendant benefits within one month from the date of publication of this award in gazette. No costs.

Dated. this 27th day of November, 1989.

K. NATARAJAN, Industrial Tribunal
(No. I-12012/219/84-D.II (A))

WITNESSES EXAMINED

For both sides: None.

Documents Marked

For Workman:

Ex. W-1—Statement showing place of appointment and the No. of days worked by Tmt. P. Vasantha Kumari from 29-5-1980 to 3-6-1981 (Xerox copy)

Px. W-2—True extract of para 20.7 and 20.8 of Chapter XX of the Bi-partite Settlement dated 19-10-1966.

W-3|5-12-83—Letter from Management to Tmt. P. Vasantha Kumari (Xerox copy)

W-4|25-1-84—Record note of discussions held before the Regional Labour Commissioner(C), Madras over certain demands raised by the Petitioner-Union (Xerox copy)

Ex. W-5|17-10-84—Conciliation Failure Report (Xerox copy)

Ex. W-6|25-1-84—Record note of discussions held before the Regional Labour Commissioner (C), Madras over certain demands raised by the Petitioner-Union (Xerox copy)

W-7/—Minutes of the joint meeting held between the workmen and the Management held on 8th and 9th July 1985 (Xerox copy)

For Management :

Ex. M-1|31-7-80—Appointment Order issued to Tmt. P. Vasantha Kumari (Xerox copy)

M-2|1-8-80—Joining Report of Tmt. P. Vasantha Kumari (Xerox copy)

M-3|30-9-80—Relieving Order issued to Tmt. P. Vasantha Kumari by Ponkunam Branch (Xerox copy)

M-4|1-10-80—Letter from Asst. General Manager, Syndicate Bank, Trivandrum to the Manager, Ponkunam Branch of the Management Bank (Xerox copy).

M-5|3-10-80—Appointment Order issued to Tmt. P. Vasantha Kumari (Xerox copy)

M-6|5-11-80—Relieving order issued to Tmt. P. Vasantha Kumari by Ponkunam Branch of the Management-Bank (Xerox copy)

M-7|10-11-80—Appointment order issued to Tmt. P. Vasantha Kumari (Xerox copy)

M-8|4-12-80—Letter from Ponkunam Branch to Tmt. P. Vasantha Kumari (Xerox copy)

M-9|6-18|80—Letter from Asst. General Manager Bank, Trivandrum to the Manager, Ponkunam Branch (Xerox copy)

M-10|10-1-81—Relieving Order issued to Tmt. P. Vasantha Kumari by Ponkunam Branch (Xerox copy)

का द्वा 314—ओर्डिनेशन विवाद अधिकार, 1947 (1947 का 14) के द्वारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एवं हिंदू के प्रथम तत्त्व के मुख्य नियोजकों और उनके कमेटीरों के द्वारा, अनुदर्भ में निविष्ट ओर्डिनेशन विवाद में केन्द्रीय सरकार ओर्डिनेशन अधिकार विवाद के पञ्चपट को प्रकाशित करती है, जो केन्द्रीय सरकार की ताप्ति कुमा द्वा।

S.O. 314.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1, Dhanbad as shown in the Annexure in the Industrial dispute between the employers in relation to the Punjab & Sind Bank and their workmen, which was received by the Central Government.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 12 of 1987

PARTIES :

Employers in relation to the management of Punjab and Sind Bank.

AND

Their Workmen.

APPEARANCES :

For the Employers.—Shri R. R. Bhattacherjee, Advocate.

For the Workmen.—Shri B. Joshi, Advocate.

STATE : Bihar. INDUSTRY : Banking.

Dated, the 29th November, 1989

AWARD

By Order No. L-12012/10/87-D.IV(A), dated, the 21st September, 1987, the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes, 1947, referred the following dispute for adjudication to this Tribunal:

"Whether the termination of services of Shri Arjun Pd. Singh w.e.f. 1-1-1986 by the Punjab and Sind Bank was justified ? If not, to what relief is the workman entitled?"

2. The case of the management of Punjab & Sind Bank as appearing from its written statement, details apart, is as follows :

The reference is not maintainable and the Industrial Disputes Act has no manner of application in the present case. There was no relationship of employer and employee between the management of the Bank and the concerned workman and so the present reference is bad in law. The concerned person Arjun Prasad Singh is not a workman as defined in industrial Disputes Act and so the present reference is wholly incompetent. Punjab & Sind Bank introduced a scheme known as 'Chhoti Bachat Scheme' in 1978 to mobilise deposits by way of collecting small savings of the people. The small savings were collected by the Agents appointed under the scheme. For this purpose the Agents who were selected and engaged were to execute an agreement with the Bank. The concerned person was engaged as an Agent after selection and he accepted the agreement. The management had no control over the manner and style of the working of the Agents including the concerned person. The Agents were free to work according to their convenience during any time of the day and there was no hours fixed by the Bank for the work of these Agents. As a matter of fact these Agents under the said Scheme were known as independent agents and had not right/privilege of the employees

agents and had not any right privilege of the employees of the Bank. There was no supervision and disciplinary control over the said agents including the concerned person. The agents were not entitled to claim any benefits from the Bank other than the fixed commission on the amount of deposit collected through them. The agreement of agency can be terminated by either party after giving one month's notice. Since the concerned person was appointed as Agent Section 25F of the Industrial Disputes Act and other provisions of the said Act are not applicable to him. He was never an employee of the Bank; he worked merely as an agent. There existed no contractual relation of master and servant between the Bank and the concerned person. Anyway, since the said scheme for which the concerned persons were selected and engaged was found to be uneconomic and fraud-prone, the Bank decided to wind up the scheme with effect from 31-12-1985. The agency arrangement with the agents including the concerned person was lawfully terminated. Since the agency of the concerned person was lawfully terminated with effect from 31-12-1985 the question of taking the concerned person in the employment with effect from 1-1-1986 did not arise. The concerned person never worked as an employee nor had he completed 240 days of attendance in any calendar year. In the circumstances, the management has prayed that its action in terminating the agency of the concerned person be held to be justified.

3. The case of the concerned workman, as appearing from his written statement, is as follows :

He was appointed by the management of Punjab & Sind Bank by letter dated 6-1-81 describing him as Agent of the Bank for 'Chhoti Bachat Scheme'. He was posted at Patna Branch of the Bank situated at Frazer Road, Patna 1. In response to advertisement published in the News paper he was selected and recruited by the Regional Manager out of the candidates who had applied for the post. He had no hand in entering into negotiation effecting any contract of employment, but accepted the unilateral condition of employment prescribed by the Bank. He submitted medical certificate in support of his medical and mental fitness in support of the job. He was entrusted with duties of moving from door to door of different customers and to collect the amounts of savings from them. He was required to grant receipt of payment made by them to him and to account for all such collections and maintain the relevant registers, ledgers, pass book relating to 'Chhoti Bachat Scheme'. His main and substantial duties were clerical in nature and he has required to perform his duties at the Bank office as well as in the premises of the customers. He was required to perform manual duties by moving from door to door of his customers. He was not exercising his power or supervision or control over others as there was no person subordinate to him. He did not possess any sort of administrative power in the Bank. Hence the designation of Agent given to him was a substitute for clerk for 'Chhoti Bachat Scheme'. As per terms of his appointment he deposited security money, Bank Guarantee, fidelity guarantee, policy from Insurance company and signed the prescribed agreement form in stamped paper. He joined his duty in the Bank

on 23-1-1981 and Identity Card dated 20-1-1981 was issued to him under the signature of the Senior Branch Manager of the Bank. He was put under the administrative control and supervision of the Branch Manager of the Bank. He was receiving wages monthly from the Bank on piece-rated basis computed at the rate of 3-1½% of the amount deposited in the Bank on account of 'Choti Bachat Scheme' from month to month which were described as commission. He had no authority to negotiate with the customers regarding his commission and was not entitled to receive any benefit from them for rendering service at their door steps. He was being paid by the Bank for the service rendered to the customers as well as to the Bank for mutual benefits of the Bank and the customers. He was required to perform 8 to 10 hours duty on his job exclusively for the Bank; he performed his duties faithfully, honestly for 5 years continuously from January, 1981 till the termination of his service with effect from 1-1-1986. He was debarred from taking any other employment or being engaged with any other Bank during his period of service in the Bank and was required to maintain absolute secrecy regarding all matters of the Bank. His employment with the Bank was all confidential and fiduciary in nature and he cannot seek employment elsewhere because of chances of disclosure of secrecy to any other employees. He was answerable to the Branch Manager in case of lapses of his duties and was required to work under his direction from day to day. He was required to attend his duties every day and submit accounts of his duties of the previous day along with relevant papers, registers and account book for inspection, verification and checking by the staff of the Bank and the Branch Manager. In this way, he was performing his duty under the direct control and supervision of the Branch Manager and his staff on day to day basis. He was required to carry the Cash Box of the Bank with him for keeping money therein. The box had two keys—one remained with Branch Manager and the other with him. The box can be opened only by applying both the keys. The money collected from the customers were used to be kept in the box through a slit provided in the box in presence of the customers and the money could not be taken out except by applying the two keys in presence of the Branch Manager or his staff for depositing the amount. He was to be held responsible for the loss and damage of the box, due to theft and robbery or due to negligence and carelessness on his part. Thus, his duty was of utmost responsibility bearing heavy liability subject to the absolute control by the Bank. The Bank had authority to reduce his commission by way of disciplinary action in case of late deposit of collections in the Bank or for any other default. He was exclusively employed in the Bank Industry. In case of any fraud or mis-representation by the customers he was liable to disciplinary action. The Bank exercised good deal control and supervision over his work on day to day basis on his payment as well and his liability to the Bank continued till the termination of his service. He rendered the service for the benefits of the Bank. Although the Bank had taken work from him 5 years continuously his services were terminated arbitrarily without payment of gratuity, bonus, retrenchment compensation, notice pay and all other legal dues. The Bank did not take permission

of the appropriate Government before retrenching him with effect from 1-1-86 and thereby the action of the management is violative of the provisions of the Industrial Disputes Act. The Bank employed more than 100 workmen and it violated mandatory provisions of the Industrial Disputes Act by not obtaining the permission of the Government and by not paying him notice pay and retrenchment compensation prescribed under Chapter VB of the Industrial Disputes Act. In the context of facts and circumstances, the concerned workman has submitted that the action of the Bank in terminating his employment be held to be unjustified.

4. In rejoinder to the written statement of the management of the Bank, the concerned workman has asserted that there existed relationship of employer—employee between the management of the Bank and him and that the termination of his service by the Bank is unjustified and illegal. He has emphatically asserted that he is the workman within the meaning of Industrial Disputes Act and that he is not an independent Agent as contended by the Bank. He has stated that it is incorrect to suggest that 'Chhoti Bachat Scheme' was wound up on account of un-economic and fraud-prone system of the scheme. He has asserted that he had worked for more than 240 days in a calendar year and as such he is entitled to retrenchment compensation and other benefits under the Industrial Disputes Act.

5. The management of the Bank has examined MW-1 Ashish Kumar, an officer of the Bank as its sole witness but laid no documentary evidence in support of its action. On the other hand, the concerned workman has examined himself and laid in evidence a number of documents which have marked Exts. W-1 to W-6.

6. Shri R. R. Bhattacharjee, Advocate for the management, has contended that the concerned person Arjun Prasad Singh was not a workman of Punjab and Sind Bank (hereinafter referred to as the Bank) within the meaning of Section 2(s) of the Industrial Disputes Act and hence the present reference is not maintainable. He has further contended that since there was no relationship of employer and employee between the concerned person and the Bank, the present reference is all the more incompetent. He has asserted that he was merely an independent Agent for the Bank for a scheme known as 'Chhoti Bachat Scheme' and with the wind up of the scheme, his agency has come to an automatic end.

Shri B. Joshi, Advocate for the concerned workman, has contended that the concerned workman was a workman of the Bank within the meaning of Section 2(s) of the Industrial Disputes Act and so the present reference is maintainable. He has further contended that the terms of the agreement and the work taken from the concerned workman by the Bank firmly establish the position that there existed relationship of employer and employee between the Bank and the concerned workman. He has submitted that the services of the concerned workman were dispensed with without complying with the provisions of Sec. 25F and 25N of the Industrial Disputes Act and so the action of the management in terminating the services of the concerned workman is not justified.

7. The crux of the dispute in the case is whether Arjun Prasad Singh, the concerned workman, was a workman of the Bank within the meaning of Section 2(s) of the Industrial Disputes Act. In order to determine this issue it is necessary to consider the definition of workman as defined in the Industrial Disputes Act.

Section 2(s) of the Industrial Disputes Act defines 'workman' as follows :

"'workman' means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) who is employed in the police service or as an officer or other employee of a prison; or
- (iii) who is employed mainly in a managerial or administrative capacity; or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature."

Shri Bhattacharjee, while contending that Arjun Prasad Singh was not a workman, has contended that he was paid commission at the rate 3-1/2 per cent on the amount of deposit collected by him and so he cannot be a workman within the meaning of Section 2(s) of the Industrial Disputes Act.

In terms of definition of workman a 'workman' means any person including an 'apprentice' employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward. Thus, the remuneration of a workman, as per this definition may be for hire or for reward may take any form. The word 'hire' necessarily imports an obligation to pay. Inclusion of the word 'reward' is not merely for the purpose of giving an alternative word to 'hire' meaning the same thing, but for the purpose of bringing in a subject-matter which does not include hire and includes cases where there is no obligation to pay. Remuneration may be paid on pro-rata basis or even on commission basis. The Hon'ble Supreme Court in the case reported in 1962(II)LLJ 356 (Bhagaband Colliery and their Workmen) has held that the respondents were paid commission and according to the definition of 'wages' in the

Industrial Disputes Act, all remunerations "capable of being expressed in terms of money" payable to a workman in respect of his employment or for the work done in such employment would mean wages. Thus, the position is reached that even if the remuneration is paid on commission basis, nevertheless it comes within the ambit of Section 2(s) of the Industrial Disputes Act. In this view of the matter the concerned workman was paid remuneration for the work done for the Bank.

8. Admittedly, the business of the management of the Bank is banking. It is also an admitted fact that the Bank introduced a scheme known as 'Chhoti Bachat Scheme' in 1978 to mobilise deposit by way of collecting savings of the people and with that end in view it recruited Agents for the scheme. In the process, the concerned workman, in response to the public advertisement of the Bank published in Newspaper for recruitment of Agent for 'Chhoti Bachat Scheme', applied and selected. The case of the concerned workman is that he was medically examined after selection and this has not been disputed by the management. The concerned workman was required to execute an agreement for operating as Agent of the Bank. A specimen copy of the said agreement has been marked as Ext. W-3. He was issued an appointment letter dated 6-1-81 which has been marked as Ext. W-1. In terms of the agreement and the letter of appointment the concerned workman was required to deposit a sum of Rs. 1000/- which he did and to furnish guarantee of one responsible person of the locality which he also complied with. In terms of the agreement and letter of appointment he was to obtain a fidelity guarantee policy for Rs. 5000/- from the Insurance Company for a period of one year to be renewed every year upto 5 years and the premium of the same should be paid by him; he also complied with this provision. The terms of agreement and the letter of appointment also envisage that the concerned workman (i) will not serve any other Bank for similar type of the scheme either directly or indirectly in any capacity whatsoever, (ii) will not make any promise declaration or representation or give any assurance other than those contained in 'Rules of Business' for 'Chhoti Bachat Scheme' as amended from time to time, (iii) will be required to submit matriculation certificate for confirmation, (iv) will get account opened on behalf of the Bank in 'Chhoti Bachat Scheme' to collect money at door steps of each depositor and to deposit the same under 'Chhoti Bachat Scheme' account of each depositor either on the same day or next day ad for this purpose the Agent will be issued Identity Card which he will produce whenever asked to do so, (v) the depositor will be given a collection box for collecting money and the keys of the box will be under the custody of the Manager and the collecting agent, (vi) he will maintain full and accurate accounts of all boxes entrusted to him and all other transactions and things done by him in connection with the said 'Chhoti Bachat Scheme'. He will issue receipts in triplicate while accepting the amount from the depositors, first copy of the receipt will be given to the depositor, Second copy will be used as pay-in-slip while depositing the amount in individual accounts with the Bank and third copy will be kept by the Agent himself who shall forward and submit daily statement of deposit received by him during the each day to the Branch specifying the depositors visited

and money collected by him, (viii) he will not divulge any secret relating to the said scheme of the Bank or any depositors during the terms of the agreement, (ix) he shall seek the guidance of the Branch Manager in case of difficulty.

Furthermore, the Agent was required to undertake to indemnity to Bank with respect to any amount which having been collected by him as an Agent under 'Chhoti Bachat Scheme' remained undeposited with the Bank's branch either due to his own negligence or omission and despite the termination of the agency Agreement the Agent was to identify the Bank for the amount found due as a consequence of omission or negligence on his part. The agreement was for a period of five years but liable to be terminated by either party after giving one month's notice.

9. It appears that the concerned workman produced his medical certificate and was issued an Identity Card as envisaged in the Agreement (Ext. W-2).

Admittedly, the concerned workman was appointed Agent on 6-1-81 and the terms of the Agreement indicate that the agreement was to remain in force for five years unless terminated by either party after giving one month's notice. Admittedly, the concerned workman has not given any notice for termination of the agreement to the Bank and the Bank also has not given him any termination of notice. The evidence discloses that the Bank abruptly gave public notice on 1-1-86 that the 'Chhoti Bachat Scheme' would be wound up with effect from 31-12-85 (Ext. W-5). In terms of the Agreement with the concerned workman the agency of the concerned workman was to remain inforce till 5-1-86. The case of the concerned workman is that his services were terminated with effect from 1-1-86. The Bank has also admitted that the agency was terminated with affect from 31-12-85. But since the Bank has not terminated his agency in terms of the Agreement. I am constrained to hold that the termination of agency was not done according to law.

10. MW-1 Ashish Kumar, presently working as an officer of the Bank has deposed to say that the concerned workman was appointed Agent under 'Chhoti Bachat Scheme' and since he had no fixed wages, no fixed hours of duty and he was not required to do any official work and his name was not on the muster roll of the Bank and no control or supervision was exercised by the Bank over his work, there was no relationship of employer and employee between the Bank and him. In cross-examination he was constrained to admit that the scheme was abandoned with effect from 1-1-86 before he joined the Patna Branch and he had no occasion to see the roster of duty of the concerned workman. He has admitted that the Manager or Officer of the Bank who was looking after the scheme can vouch for the fact as to what were the duties of the concerned workman and the manner of control and supervision over him. Thus, the evidence of this witness establishes the fact that he has no knowledge about Duty Roster of the concerned workman and the manner of control and supervision exercised by the Bank over him. On the other hand, the concerned workman has stated that although he was appointed as Agent in respect of 'Chhoti Bachat Scheme', the management used to take from him services of a clerk and even more than that. His evi-

dence further discloses that he used to write down ledgers, pass books and other accounts books relating to the scheme and in the course of his duty he was to collect small amount from the customer by going door to door and the Bank provided him with a small box and the customers used to put their deposits inside the box and he used to issue receipt to the customers. The box used to be closed by a padlock, a key of which used to be kept with him and other with the Branch Manager and unless these two keys were used the box could not be opened. He used to deposit the collection of particular day on the next day and the Bank Officer used to check the account with reference to the receipts issued by him and the cash available in the box. He has asserted that he used to work under the direct control of the Branch Manager and that he daily used to work for 8 to 10 hours and used to maintain official secrecy in respect of transaction of the Bank and that the Branch Manager was competent to take action against him for dereliction of duty, misconduct etc. He has further stated that from 1981 to 1985 he had worked continuously for the Bank and that some 100 or more people were working in the Bank at the relevant time. He has asserted that the Bank did not obtain permission from the Government for retrenchment. In cross-examination he has stuck to the position that he was an employee of the Bank and that the Branch Manager of the Bank used to exercise supervision and control over his work.

11. Thus, from the evidence on record, I have no hesitation to hold that the concerned workman was rendering services to the Bank and that he was amenable to the supervision and control exercised over him by the Bank management. This being the position, the concerned workman is considered to be a workman of the Bank and that there existed relationship of employer and employee between the management of the Bank and him.

12. I have already pointed out that agency agreement with the concerned workman has not been lawfully terminated by the Bank. Patna Branch of the Bank, it transpires from the testimony of the concerned workman, employed 100 or more workmen. Under Section 25N of the Industrial Disputes Act it was obligatory on the part of the Bank management to obtain prior permission of the appropriate Government for retrenchment of the concerned workman and also to give three months' notice in writing to the workman indicating reasons for retrenchment. But the Bank did not obtain such permission nor did it give notice to the concerned workman with the result that the concerned workman shall be entitled to all benefits under any law for the time being inforce as if no notice had been given to him.

13. Under Section 25F of the Industrial Disputes Act, the concerned workman was entitled to get one month's notice in writing indicating the reason for retrenchment and also to get compensation equivalent to 15 days average pay for every completed year of continuous service. Admittedly, the concerned workman has worked for the Bank for almost 5 years. He was appointed by the Bank to operate on a specific scheme known as 'Chhoti Bachat Scheme'. The Bank has since discontinued that scheme. In the circumstances, it will not be fair nor advisable to direct the Bank to reinstate or re-employ the concerned in service. Nevertheless, I think that it would be fair and proper

to direct the Bank to pay him remuneration for one month in lieu of notice for one month and 15 days average pay for every completed year of continuous service or part thereof. The average pay remuneration of the concerned workman shall be computed on the basis of his average earnings by way of commission per month during his total association with the Bank.

14. Accordingly, the following award is rendered the action of the management of Punjab and Sind Bank in terminating the services of the concerned workman with effect from 1-1-1986 is not justified. The Bank is directed to pay to the concerned workman one month's pay in lieu of notice and 15 days average pay for each year of completed service or part thereof by way of compensation which shall be paid as per the guideline spelt out before.

The Bank is also directed to pay Rs. 1000/- (Rupees One thousand only) as cost of the proceeding to the concerned workman.

S. K. MITRA, Presiding Officer
[No. L-12012|10|87-D. IV(A)]

का. आ. 315.—ओर्डोगिक विवाद प्रधिनियम, 1947 (1947 वा 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार और बैंक के प्रबंधताव से संबंध नियोजकों और उनके कर्मकारों के बीच, भनुवंश में निविष्ट ओर्डोगिक विवाद में केन्द्रीय सरकार और्डोगिक प्रधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

S.O. 315.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Govt. hereby publishes the award of the Central Govt. Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial dispute between the employers in relation to the Andhra Bank and their workmen, which was received by the Central Govt.

ANNEXURE

BEFORE SHRI ARJAN DEV PRESIDING OFFICER CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, DEOKI PALACE ROAD, KANPUR

Industrial Dispute No. 73 of 1989

Shri Pushkar Deo, Gram Garhitamga, Post Hathras-204102

AND

The Dy. General Manager, Andhra Bank Zonal Office, Vikram Tower Second Storey, Rajendra Palace, New Delhi.

AWARD

1. The Central Govt. Ministry of Labour, vide its notification no. L-12012|371|88-D. 2(A) dated 10-3-1989 has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Andhra Bank in terminating the services of Shri Pushkar Dev and not considering him for further employment while recruiting fresh hands, under sec. 25H of the I. D. Act, is justified ? If not, to what relief is the workman entitled ?

2. In the instant case on 3-11-1989 parties filed settlement. It is duly signed by the parties. It is lawful. Accordingly the reference is decided in terms of the settlement which reads as under :

1. That the applicant Shri Pushkar Dev has agreed not to press the above mentioned case any more.
2. That the Bank shall offer Sri Pushkar Dev a fresh appointment as a Sub Staff within three days from today and he will join his duties on or before 13-11-1989.
3. That Sri Pushkar Dev will not be entitled to any other relief/compensation or continuity in service and for all intents and purpose he would be a fresh appointee from the date he joins the services.
4. That this fully and finally resolves the matter of dispute taken cognizance of in I.D. Case no. 73|89.

3. As such the reference is answered in the light of the above terms of settlement filed in the case.

ARJAN DEV, Presiding Officer
[No. L-12012|371|88-D. II(A)]

का. आ. 316.—ओर्डोगिक विवाद प्रधिरियम, 1947 (1947 वा 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक और इंडिया के प्रबंध तंत्र में संबंध नियोजकों और उनके कर्मकारों के बीच, भनुवंश में निविष्ट ओर्डोगिक विवाद में केन्द्रीय सरकार और्डोगिक प्रधिकरण, बंगलूर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

S.O. 316.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Govt. hereby publishes the award of the Central Govt. Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial dispute between the employers in relation to the Bank of India and their workmen, which was received by the Central Govt.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT BANGALORE

DATED 13TH DAY OF DECEMBER 1989

CENTRAL REFERENCE NO. 39|88

I PARTY

Shri Vinod Chandra J. Khatri (No. 816, 14th Main, III Block, Rajajinagar, Bangalore-560010).

Vs.

II PARTY

The Regional Manager, Bank of India, Jyothi Mahal, 68 St. Marks Road, Bangalore-560001.

LRs of I party

1. Chitralekha, wife aged 42 years.
2. Poonam, daughter aged 20 years,
3. Suraj, son aged 18 years.

APPEARANCES :

For the I Party—Shri R. Gururajan, Advocate.
For the II Party—Shri P. S. Sawkar, Advocate.

AWARD

By exercising its powers under Section 10(1)(d) of the I. D. Act, the Government of India, Ministry of Labour has made the present reference on the following point of dispute by its Order No. L-12012|806|87-D. II(A) dated 4th August, 1989.

POINT OF REFERENCE

"Whether the action of the management of Bank of India in discharging from service Shri Vinod Chandra J. Khatri is justified ? If not, to what relief is the workman entitled ?"

2. In the claim statement, the late I party employee has alleged that the order of discharge dated 15-4-1978 passed against him is illegal, since proper opportunity was not given to him to defend himself. The enquiry conducted against him has been challenged on various grounds and it is prayed that the order of discharge may be set aside and he may be reinstated with all the consequential benefits.

3. The management has filed a counter statement and has refuted the allegation made by the I party. It has been contended that the order of discharge is quite proper and that he is not entitled to any relief.

4. Today, the Legal Representatives of the Late I party employee and the learned Advocate for the II party filed a compromise petition.

5. It was read over and explained to the Legal Representatives. Both the parties have admitted about the contents and execution.

6. The compromise ensures for the benefit for the family of the late employee, since the first Legal Representative is being appointed in the establishment of the II party. Hence, there will be a permanent source of income and means of livelihood to the family. The compromise is in favour of the family of the late employee. It is just and reasonable. It has been accepted and recorded.

7. I find it expedient to pass an award in terms of the same.

8. In the result, an award is passed in terms of the compromise petition. It shall form part of the award.

(Dictated to the Personal Assistant, taken down by her, got typed and corrected by me.)

B. N. LALGE, Presiding Officer
[No. L-12012|806|87-D. II (A)]

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

CENTRAL REF. NO. 39 OF 1988

FIRST PARTY :

Vinodchandra J. Khatri (since deceased) by Legal Representatives Smt. Chitrakha Khatri, Poonam and Suraj.

Vs.

SECOND PARTY :

Management of Bank of India.

COMPROMISE PETITION

The parties above named beg to submit as follows :—

1. In the above reference the Second Party is called upon to justify its action in terminating the services of Shri V. C. Khatri (First Party).

2. On 6-6-89 the First Party passed away and subsequently his legal representatives have been brought on record.

3. The Legal Representatives have thereafter approached the Second Party for a Settlement and the parties herein have mutually discussed and have arrived at an amicable settlement, the terms of which are as under :—

4. The Legal Representatives of First Party have offered to give up all their claim for backwages and consequential benefits etc. They further requested the Second Party to provide suitable employment to Smt. Chitrakha, 1st Legal Representative as they are in dire need and financial difficulty.

5. As a very special case and taking into consideration the peculiar facts and circumstances of this case alone, and without creating any precedence whatever, the II Party has agreed to provide employment to the 1st Legal Representative in the clerical cadre in Bank of India. A separate letter of appointment shall be issued in this behalf, by Bank of India to Smt. Chitrakha detailing the terms of appointment.

6. In view of the above, the L.Rs of 1st Party hereby give up all their claims for backwages and other consequential benefits etc., and confirm that they have no claim whatsoever against the II Party in regard to the termination of 1st Party and confirm that in view of the death of Shri V. C. Khatri, the question of reinstatement or continuity of service does not arise.

7. The parties submit that the terms of this Settlement are fair and reasonable and further pray that this compromise petition be taken on record and an Award be passed in terms thereof, holding that the settlement is fair and proper, directing the either party to bear their respective costs.

Bangalore,

Dated : 13-12-1989

Advocate for L.Rs of First Party.

Advocate for Second Party.

(1) G. V. Khatri
(2) Poonam V. Khatri
(3) Suraj V. Khatri
L.Rs of First Party
For Bank of India,

(Regional Manager), Second Party

का. आ. 317 -ओर्डोरिंग विधाव अधिकार 1947 (1947 का 14) की पात्र 17 के अनुसार में, केन्द्रीय सरकार, हिंदियन ओबरसीज बैंक के प्रबंधनकाल से गवर्नर नियोजकों और उनके कांस्कारों के बीच, प्रत्यंगम में निविट ओर्डोरिंग विधाव में केंद्रीय बैंक और ओर्डोरिंग अधिकार चंडीगढ़ के पंचाट की प्रकाशित करती है, जो केंद्रीय सरकार की प्राप्ति हुआ था।

S.O. 317.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial dispute between the employers in relation to the Indian Overseas Bank and their workmen, which was received by the Central Government.

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVT., INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. No. 79/85

PARTIES

Employers in relation to the management of Indian Overseas Bank.

AND

Their Workmen : P. C. Thapliyal

APPEARANCES :

For the Workman.—Shri A. B. Chandra.

For the Management.—Shri O. P. Goyal.

INDUSTRY : Banking STATE : H. P.

AWARD

Date 30-11-89

On a dispute raised by P. C. Thapliyal against the management of Indian Overseas Bank, Central Govt. had vide No. L-12012/166/83-D.II(A) dated 19th June 1985 referred the following dispute to this Tribunal for decision :

"Whether the action of the management of Indian Overseas Bank in relation to their Simla Branch in dismissing Shri P. C. Thapliyal from service with effect from 13-7-1982 is justified ? If not, to what relief is the workman concerned entitled ?".

2. Case of the workman as set out in the statement of claims that he had joined service of the Respondent Bank as Clerk/Shroff at its Simla Branch on 12-12-1970 and was duly confirmed on that position on completion of probationary period. On 27-10-1981 petitioner was served with a charge-sheet. The substance of the charges are as under :—

- (i) that the petitioner had been entering the Bank premises half an hour or one hour earlier than the other staff members thereby having free access to books, registers and records of the Branch.
- (ii) that he was receiving money from the constituents promising to credit them into their accounts.
- (iii) that he omitted to deposit the money so received and dishonestly misappropriated the same.
- (iv) that he issued counterfoils of Pay-in-slip and made entries in the Pass-books, ledgers etc.; making the constituents believe that

the moneys were duly credited in their accounts.

- (v) that he falsified/erased the entries in the ledgers and books to prevent detection and that he borrowed moneys and goods from the constituents but failed to repay or pay for the same.
- (vi) that the aforesaid conduct on his part was reported to have prejudicially affected the reputation and interest of the Bank.

The petitioner was suspended from service from the Bank and was called upon to submit written statement of defence. The petitioner submitted his reply on 8-11-1981 to the charge sheet pleading guilty of all the charges levelled against him except a few, more particularly, his visiting the bank early in the morning to have free access to the books for erasing entries in the account books. Inter-alia he pleaded that he had admitted lapses as he was under the spell of Mr. D. B. Sharma belonging to his district who taught him method to defraud constituents and took Rs. 12000/- from the petitioner out of the misappropriated amount. In his reply the petitioner tendered apology and assured that he would not repeat such action. He requested to be dealt with leniently. On 9-11-1981 the petitioner informed the bank authorities through a letter, that he made good all the amount misappropriated by him into the respective amounts of the customers except a few through payment in cash. It is alleged that on 30-3-1982 Shri C.M. Prem Kumar came from Madras to Shimla to conduct an enquiry against the petitioner and being won over by the then Bank manager Shri C.S.V. Rao and Accountant Shri D. B. Sharma, all the three induced the petitioner and obtained from him, his signatures on typed sheets purporting to be the inquiry proceedings. On 2-6-82 the petitioner was served with a notice to show cause against proposed penalty of dismissal and petitioner submitted his reply to the same. The petitioner was however dismissed from service on 13-7-1982. The petitioner preferred an appeal on 17-8-1982 to the General Manager in which the petitioner made full and faithful disclosures but the General Manager vide his order dated 25-9-1982 rejected the petitioner's appeal. The matter raised by the petitioner before the Assistant Labour Commissioner (Central) Chandigarh resulted into failure and Central Govt. had declined to make the reference on 11-5-1983. The petitioner preferred writ before the Himachal High Court at Shimla and in view of the directions issued by the Himachal High Court vide their judgement dated 20-4-1985 the Central Govt. was pleased to make the reference under consideration. The petitioner has challenged his termination from service on the following grounds.

- (i) Order of dismissal was passed by the person who conducted the inquiry.
- (ii) Inquiry conducted by Shri C. M. Prem Kumar was farce as he colluded with Branch manager Shri C. S. V. Rao and Accountant D.B. Sharma by coercing the petitioner into accepting a fait accompli in the form of typed report prepared behind the petitioner's back.
- (iii) That General Manager while dismissing the petitioner's appeal had failed to appreciate

extenuating factors especially the petitioner had made good the entire loss sustained by the Bank.

- (iv) Confession attributed to the petitioner retracted by him at the earliest opportunity.
- (v) The management had declined to submit to voluntary arbitration at the conciliation stage.

He seeks impugned order dated 13-7-1982 confirmed in appeal be declare illegal.

3. Respdt. Bank in its answer filed has taken plea that claimant had made embezzlements of various sums of money from Sep. 1980 to August 1981 without any connivance or involvement of Shri D. B. Sharma who joined the Simla Branch of the Bank in Dec. 1979 and left the branch on transfer during March 1981. It is mentioned that claimant committed the first act of embezzlements in Sept. 1980 and continued to embezzle money till August 1981 when it was detected. That the claimant had misappropriated amounts to the tune of Rs. 20,000 tendered by various customers to be deposited into their accounts. P.C. Thapliyal issued counter foils against his initials to the customers and also made entries in the several pass books to make it appear that the amounts have been credited in the Bank's account. He altered|scored certain entries in the ledger and destroyed the documents in some cases. Claimant was served with charge sheet dated 27-10-1981 and he admitted his guilt on more than one occasion firstly in his explanation to the charge sheet on 8-11-1981, secondly in his reply dated 15-11-1981 and thirdly in representation dated 18-11-1981 all in his own handwriting.

It is pleaded that claimant has admitted his guilt. He had conferred to have altered|scored of certain in entries in the ledger and also destroying of document in some cases. He had himself misappropriated the amount which he deposited back from his own pocket. As regards inquiry proceedings it is mentioned that inquiry officer had duly served him notice dated 8-2-1982. The inquiry which was originally scheduled for only one day i.e. 3-3-1982 yet it was extended after due notice to 31-3-1982 to give full opportunity to the petitioner for his defence. Claimant pleaded guilty to the charges to the extent admitted by him in his explanation. The inquiry officer had even absolved the petitioner of the charge in respect of which evidence was not immediately available and he was in no way influenced by the then Branch manager Shri C. S. V. Rao & D. B. Sharma Accountant. It is mentioned that the claimant had sent 15 vouchers to the Inquiry Officer through Regd. post and had admitted having misappropriated the amount. The claimant with a view to save himself through mud on D.B. Sharma by stating that he had misappropriated the amount at the instance of D.B. Sharma who partly pocketed the amount. The management contends that inquiry was conducted in an impartial manner and full opportunity was given to claimant to lead evidence and to cross-examine the witnesses. The management denied if the claimant was forced to sign a couple of hurriedly typed sheets purported to be the inquiry proceedings, and contends that inquiry proceedings were hand written and the claimant had himself signed at various places during the course of inquiry proceed-

ings recorded in his presence. Copy of the inquiry report was sent to the claimant who was also asked to show cause as to why dismissal punishment be not awarded to him. Claimant sent his reply in his own hand dated 9-6-1982 wherein he again admitted his guilt and requested for lenient punishment. The inquiry officer had not colluded with Shri C. S. V. Rao and D. B. Sharma Accountant and inquiry proceedings are in no way farce or sham transaction. Inquiry was held in free and impartial manner in the presence of the petitioner who failed to prove connivance or involvement of D.B. Sharma in the fraudulent transactions. The management contends that the claimant had confessed his guilt seven times once in the inquiry and six times outside the inquiry. He had retracted the confession only after passing of dismissal order and that is no retraction. It is pleaded that respdt. bank was within its right not to refer the matter for voluntary arbitration.

4. The then presiding Officer was pleaded to frame the following issues :

1. Whether the domestic departmental inquiry stands vitiated for the reasons alleged by the petitioner ? If so to what effect ? O.P.P.
2. Relief.

5. Parties were allowed to lead evidence and both the parties availed the opportunity. Workman examined Sarv Shri Kanwar Birender Singh, Uday Ram and S. C. Thapliyal besides appearing as his own witness. Kanwar Birender Singh appearing as WW1 affirmed the correctness of his affidavit Ex. W1 wherein he stated that he had account in India Overseas Bank Shimla Branch and had acquaintance with Shri C.S.V. Rao and other staff member of the Bank. During Dec. 1979 while he was passing in front of Indian Overseas Bank Shimla, he saw bank open even after bank hours. When he peeped inside, Mr. C.S.V. Rao who used to persuade him to get accounts opened in his bank, called him inside to do some pending work. He has affirmed that at the instance of Shri C. S. V. Rao, he used to do accounts work meant to be done by Mr. Thapliyal. On certain occasions he even saw some other strangers writing the ledgers pertaining to the seat of Mr. P. C. Thapliyal in his absence at the dictation of Mr. C. S. V. Rao. During his cross-examination he admitted that he never studied Commerce or Accounts. Neither he procured any business for the Bank nor he persuaded any body to open any account in the respondent Bank.

Shri S. C. Thapliyal father of the workman appeared as WW2 and reaffirmed the correctness of his affidavit Ex. W2 wherein he has stated that on 15-9-1981 he was coerced to open a joint saving bank account No. 3139 with his son P. C. Thapliyal and four cheques were got signed from him and his son and the amount covered by the said cheques was credited to the accounts of subscribers who had been defrauded. On 19-10-1981 twelve withdrawals were shown from the said joint account No. S. B. 3139 of the deponent and his son to the extent of Rs. 4724.30 without any authority and credited to the accounts of various constituents who had been

allegedly defrauded. He stated further that on 9-11-1981 a day after filling of reply to the charge sheet by P. C. Thapliyal, Shri C. S. V. Rao the then manager again prevailed upon the deponent as well as his son and six different amounts totalling Rs. 1558.35 were shown withdrawn from the joint account of deponent and his son without any authority. The deponent and his son were further coerced by the manager and the accountant who got dictated a supplementary reply on 8-11-1981 in the bank premises on Sunday. Again on 8-12-1981 a sum of Rs. 300 was withdrawn by the manager from the said joint account No. S.B. 3139 and credited to the accounts of one of the constituents of the Bank. During his cross-examination he admitted that he and his son P. C. Thapliyal workman had signed the original cheques on the front as well as on the reverse side photocopies of which are Ex. R2 to R8. He also admitted that he and his son were paid the proceeds of the said cheques.

Shri Uday Ram a resident of Shimla appeared as WW3 and affirmed correctness of his affidavit Ex. W3 wherein he stated that on 21-9-1981 Shri C. S. V. Rao the then manager of Indian Overseas Bank, Shimla, Shri Bhatia and Shri Kumar officers of the Indian Overseas Bank of Chandigarh Regional Office, had come to the residence of his neighbour Shri S. C. Thapliyal at Middle Bazar Shimla and had tried to persuade Shri P. C. Thapliyal not to involve Shri C. S. V. Rao and Shri D. B. Sharma, Manager and Accountant of the Shimla Branch respectively. They had told Shri P. C. Thapliyal that no harm would be done to him because it was an internal matter of the Bank and they are the final authority in the matter. Thereafter Shri P. C. Thapliyal wrote a reply as desired by them and dictated by Shri C. S. V. Rao, in his presence.

Shri P. C. Thapliyal workman appeared as his own witness as WW3 and reaffirmed the correctness of the contents of his affidavit Ex. W3 wherein he has stated that he had been working in the Shimla branch of the Indian Overseas Bank as clerk/sheor. The then Branch Manager Shri C. S. V. Rao and Accountant Shri D. B. Sharma made the deponent to manoeuvre the bank accounts at their whims so that they could carry out their nefarious design of embassling bank moneys at the risk and cost of the deponent. The workman was served with a charge sheet on 27-10-1981 and was simultaneously placed under suspension. It is averred that on 21-9-1981 Shri C. S. V. Rao, Shri Kumar and Shri Bhatia of Regional Office Chandigarh visited his residence and gave dictation to the deponent. He has solemnly affirmed that Shri D. B. Sharma the then accountant had coerced him to arrange money for the wedding of his brother and on 19-9-1980 he made the deponent as a tool in defrauding the constituents of the bank to the tune of Rs. 500 as D. B. Sharma had to go to Chandigarh. He stated further that on various occasions Shri D. B. Sharma took a sum of Rs. 12000 from the deponent by making him tool and all this was done under the assurance that Shri D. B. Sharma will become manager of the said branch and the misappropriated money will be settled by Shri D. B. Sharma. It is averred that all

this was done with the help and connivance of Shri C. S. V. Rao the then manager of the Shimla Branch of the Bank. Shri P. C. Thapliyal has further affirmed that cutting crazing was done in several registers of the accounts books of the Bank by Shri C. S. V. Rao and D. B. Sharma and even outsiders like Kanwar Birender Singh WW1 were engaged to make entries in the registers and accounts books. He stated further that he and his father Shri S. C. Thapliyal were coerced by Shri C. S. V. Rao and D. B. Sharma Manager and Accountant respectively to open a Saving Bank joint account No. 3139 on 15-9-1981 were and four cheques No. 051,057,058 and cheque dated 5-10-1981 got signed from the deponent and his father and credited to the accounts of the subscribers who were defrauded on 19-10-1981 twelve withdrawals were shown from the aforesaid joint account No. S.B. 3139 to the extent of Rs. 4724.30 without any authority and credited to the accounts of various constituents who were allegedly defrauded. It is further averred that when the workman was charge sheeted Shri C. S. V. Rao and D. B. Sharma brain washed the workman and the workman worked under their duress. Even reply to the charge sheet was dictated by the manager Shri C. S. V. Rao on Sunday 8-11-1981 in his chamber in the Bank who made deponent admit the guilt and request for lenient view in the matter. On the following day C. S. V. Rao again prevailed upon the workman and his father and six different items of amount were shown withdrawn without any authority from the joint account No. S.B. 3139 amounting to Rs. 1558.35 and after few days on 8-11-1981 another amount of Rs. 300 was withdrawn by the manager from Joint Account No. S.B. 3139 of the deponent and his father and credited to the account of one of the constituents of the Bank and this was done without any authority of the deponent and his father. It is stated that apology and confession extracted from the deponent on various occasion by the branch manager Shri C. S. V. Rao was not voluntary and not true and were result of the coercion and the deponent retracted the same.

Workman submits further that departmental inquiry held by Shri C. M. Prem Kumar the disciplinary authority himself was one sided in as much as workman was not allowed opportunity to cross-examine cardinal witnesses namely D. B. Sharma Accountant and C. S. V. Rao; deponent had not written letters dated 15-11-1981 and 18-11-1981. Deponent made plea of guilt under pressure. During inquiry, Statements of various witnesses were dictated by Shri C. S. V. Rao who was personally interested in the case. The deponent was not allowed any independent advice from any quarter and the confession plea of the guilt was extracted from the deponent as a result of allurement. It is averred further that it is C. V. S. Rao the then branch manager and Shri D. B. Sharma Accountant who had misappropriated the money of the Bank or of the subscribers and that the order of dismissal was passed by the Inquiry Officer Shri C. M. Prem Kumar who was not competent to do so as he was lower in rank than the disciplinary authority of the deponent. During his cross-examination he admitted that cheques photostat copies of which are Ex. R2

to R8 are in his hand and were signed by him. He also admitted that inquiry was held on two days i.e. 30th and 31st March 1982 by Shri C.M. Prem Kumar who obtained his signatures on every page from page M8 to M13. He also admitted that he was present on both dates of inquiry. He has admitted that documents Ex. M1 to M26, M38 and M56 are signed by him or both by him and his father. He also admits that some cuttings and erasure were done by him which fact was admitted by him during the course of inquiry and also in the reply to the charge sheet and show cause notice. He admits that he had not mentioned in his reply to the charge sheet, reply to show cause notice, appeal grounds, writ petition and during the course of inquiry that C. S. V. Rao had dictated reply dated 8-11-1981. He also admitted that reply letters dated 15-11-1981 and 18-11-1981 were sent by him, though he contends that the same were dictated by Shri C. S. V. Rao. He also admitted that he continued embezzeling amount after March 1981 even after the transfer of Shri D. B. Sharma and the total amount embezzled is about Rs. 20,000. He also admitted that he had deposited whole amount after taking it from his father. He admitted further that Mr. D. B. Sharma was not present at the time of holding of inquiry, no pressure was exercised on the workman to put signatures on inquiry proceedings and he had received copy of the inquiry proceedings on 19-4-1982. Earlier to the show cause notice to which he sent his reply on 8-5-1982. He admitted that he had levelled allegations against Shri C. S. V. Rao after his termination from service. He admitted further that he being the man at the counter received the cash and the amount was either not pasted in the pass books or he erased and kept the amount with him.

6. In rebuttal on behalf of the Bank, Shri S. K. Bhatia who was then posted at the regional Office at Chandigarh appeared as MW1 and filed affidavit to the effect that he had accompanied Shri A. P. Sri Kumar to Shimla and on 21-9-1981 he had accompanied Shri C. S. V. Rao Manager and A. P. Sri Kumar to the residence of Shri P. C. Thapliyal where the workman admitted his guilt and handed over two letters without assistance of any of them. He averred that none of them had put any pressure on the workman.

Shri D. B. Sharma MW2 the then accountant Shimla Branch of the Bank, filed affidavit to the effect that he had remained posted at Shimla branch from December 1979 to March 1981 and during this period he had not taken any money from Shri P. C. Thapliyal.

Shri C. M. Prem Kumar who was inquiry officer and the disciplinary authority in the matter appeared as MW3 and filed affidavit Ex. M88 to the effect that he had issued a charge sheet dated 27-10-1981 from Madras alongwith enclosures to the workman to which the workman replied on 8-11-1981. The reply was followed by a supplementary reply alongwith 15 vouchers and another reply dated 18-11-1981 wherein Shri P. C. Thapliyal workman had confessed "I committed the wrong" an about in-

quiry to be held on 30th March 1982 and accordingly inquiry was held on 30th & 31st March 1982 at Shimla after due notice to the workman. He has averred that he had himself recorded the inquiry proceedings without any grievances from the workman about recording of the proceedings. The workman was allowed opportunity to be defended by some one else but he did not avail the same and also did not prefer to produce any evidence in defence. Copy of the inquiry proceedings was furnished to the workman who was served with show cause notice dated 2-6-1982 of the proposed penalty and the workman submitted reply dated 9-6-1982 to the same. The workman was also afforded personal hearing on 6-7-1982. Shri C. M. Prem Kumar has testified that workman had defalcated 29 accounts with 39 instances involving about a sum of Rs. 20,000.

Shri C. S. V. Rao the then branch manager of Indian Overseas Bank Shimla Branch appeared as MW4 and filed affidavit Ex. MW4 to the effect that on 20/21-9-1981 Shri A. P. Sri Kumar and Shri R. K. Bhatia had visited Shimla branch for certain preliminary inquiries in respect of Shri P. C. Thapliyal and on 21-9-1981 he had accompanied them to the residence of the workman where he in the presence of his uncle, Shri P. C. Thapliyal had handed over two letters voluntarily admitting his guilt without any pressure or coercion from any of them.

Shri P. Muthu Kumar an Officer of the Industrial Relation Department of the Resptd. Bank appeared as MWS and mad statement that Shri C. M. Prem Kumar was appointed as inquiry officer cum-disciplinary authority in December 1978. He brought the original office note photocopy of which is Ex. MW5/1 in this respect. He also tendered photocopies MWS/2 to MW5/3 of the office drafts. He made statement that as a result of various steps stated by him, the final notification Ex. M5/4 was issued about the appointment of Shri C. M. Prem Kumar as one of the inquiry officers empowered to hold inquiry and take disciplinary action.

7. There is no dispute on broad facts of the case that Shri P. C. Thapliyal clerk posted at Shimla branch of the Resptd. Bank had committed various acts of embezzlement during the period Sep. 1980 to August 1981 mis-appropriating a sum to the tune of about Rs. 20,000 handed over by various account holders to the workman to be deposited in their respective account. It is an admitted fact that workmen continued with acts of embezzlement over after the transfer of Shri D. B. Sharma during March 1981 from whom the workman as per his allegation had learned the trick. It is an admitted fact that workman repeatedly confessed his guilt. In his replies dated 8-11-1981, 15-11-1981 and 18-11-81. He had confessed to have altered/scored certain entries in the ledger and also destroyed documents in some cases. He was given full opportunity to lead evidence, cross-examine the witnesses and produce documents on his behalf. His defence that he had misappropriated the amount at the instigation of Shri D.B. Sharma with whom he had shared the booty, can not be accepted when he has admitted in clear terms that even after transfer of Shri D. B. Sharma in March

1981, he had continued with his acts of embezzlement. Even in his reply dated 9-6-1982 to the show cause notice dated 2-6-1982 of proposed penalty, he has admitted his guilt and requested for lenient punishment. It is an admitted fact that he had made good the entire loss sustained by the Bank and its customers. But that did not absolve him of the charges, of misappropriation and embezzlement. He had admitted his guilt seven times. Once at the inquiry and six times outside the inquiry. In addition to the confessional letters he has also admitted his guilt before the inquiry officer on 30-3-1982 and in the reply dated 8-5-1982. His contention that the inquiry officer had colluded with the branch manager Shri C. S. V. Rao and Accountant Shri D.B. Sharma by coercing him to confess his guilt, cannot be accepted and belated retraction of his repeated confessional statements can be of no avail to him. The management was in no way bound to submit to voluntary arbitration suggested at the conciliation stage.

8. Learned counsel for the workman has argued that the inquiry is bad for the reason firstly that the disciplinary authority was lower in rank to the appointing authority of the workman. Secondly Shri C.M. Prem Kumar inquiry officer was not validly appointed and lastly the inquiry officer and the disciplinary authority were the same person.

The workman at no stage in pleadings, evidence or arguments pointed out as to who was his appointing authority and as such it can not be appreciated if the disciplinary authority was lower in rank than the appointing authority. As regard second objection there is conclusive evidence consisting of notification dated 14-12-1978 (photo copy Ex. MW5|4) which clearly establishes appointment of Shri C.M. Prem Kumar as inquiry officer-cum-disciplinary authority. His name appears at Serial number 10 of the said notification which inter-alia incorporates a provision regarding officers appointed as appellate authority. Regarding objection about the same officer to be inquiry officer as well as disciplinary authority, there is specific provision in para 17 : 14 of the Bipartite Settlement of 1967 where in it is envisaged that any office of the Bank not lower than the rank of Assistant General Manager shall decide which officer shall be empowered to hold inquiry and take disciplinary action in case of each office. It appears from the said para 17 : 14 of the Bipartite Settlement of 1967 that it is not necessary that only appointing authority or any authority superior to that authority can be disciplinary authority in regard to employees of the Bank. Learned counsel for the management has referred me to case of Shri Shamboo Nath Goel Vs. Bank of Baroda 1983 (II) L.L.J. 415 wherein in light of provisions of para 16 : 20(12) of the Desai Award the orders passed in that case by the disciplinary authority who was also inquiry officer was upheld and contention that the order of dismissal suffers from lack of authority was rejected. In the instant case in compliance with para 17 : 14 of Bipartite Settlement of 1967 the necessary notification had been made. There is no substance in the contention of the workman that he had been dismissed by the person not competent to pass order of dismissal.

9. Learned counsel for the workman has argued that in case impugned order is upheld by this Tribunal

The workman may be given appropriate relief under provisions of Section 11-A of the Industrial Disputes Ac., 1947. In the instant case this Tribunal has no sympathy for the workman who had betrayed the faith reposed in him by the bank's customers who had handed over money to him for depositing in their respective accounts. The workman had misappropriated the deposits to the tune of Rs. 20,000 by falsification of accounts. He had deliberately committed acts of dishonesty which on the face of it constitute criminal offence. No bank can retain such an employee as it will amount to give any premium to dishonesty. The workman does not deserve to be retained in the Bank's service.

10. The reference is returned with the findings that action of the management of Indian Overseas Bank in dismissing Shri P. C. Thapliyal from service with effect from 13-7-1982 is fully justified and the workman is not entitled to any relief.

M. S. NAGRA, Presiding Officer
Chandigarh
30-11-89.

[No. L 12012/166/2-D.I.I.A.]

का. आ. 318 —आधिकारिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार ने बैंक और हड्डियां के प्रबंधनत के संबंध नियमजनकों और उनके कर्मकारों के बीच, अनुबंध में निविल शीर्षक विवाद में केंद्रीय सरकार और्ध्वांगक अधिकारण, कानपुर के पंचपट को प्रशंसित करती है, जो केंद्रीय सरकार को प्राप्त हुआ था।

S.O. 318.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the Industrial dispute between the employers in relation to the New Bank of India and their workmen, which was received by the Central Government.

ANNEXURE

BEFORE THE PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, PANDU NAGAR, KANPUR.

Industrial Dispute No. 6 of 1989

The Assistant General Secretary New Bank of India Employees Union Through New Bank of India Rawatpara Agra.

AND

The Chief (HRD) New Bank of India Central Office Marina Hotel G-59 Cannought Place New Delhi.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/44/88-D.2(A) dt. January 4, 1989, has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of New Bank of India in not granting the past ser-

vice benefit to Shri Nihal Singh from December, 1977 to 24-8-80 is justified? If not, to what relief is the workman entitled?

2. In the present case several dates were allowed for filing of affidavit evidence by the workman. From the order sheet of this case it appears that 3-5-1989 was the first date for filing of rejoinder from the side of the workman on which date none appeared for the workman. Again the case was fixed for 1-6-1989, with the direction to issue notice to the workman alongwith copy of the w.s. filed by the management intimating the date fixed in the case. On 1-6-1989, rejoinder was filed from the side of the workman copy of which was given to the management's authorised representative Shri Jagat Arora, and then the case was fixed for 27-6-1989 for affidavit evidence of the workman. After that 10-7-1989, 5-9-1989 and 5-10-89 were fixed in the case for filing of the affidavit evidence from the side of the workman but till 5-10-1989 no affidavit evidence was filed by the workman and ultimately the case was adjourned to 17-11-1989 for the same purpose.

3. On 17-11-1989, when the case was taken up Shri J. Buther appeared for the management but none appeared from the side of the workman. From the order sheet dt: 10-7-89 it appears that Shri V. K. Gupta's presence has been marked from the side of the workman but on inquiry made by the Tribunal from Shri Gupta, Shri Gupta submitted before the Tribunal that he had never been the auth. representative of the workman in the present case. Here I may make it clear that the present dispute has been raised by the Assistant General Secretary, New Bank of India Employees Union, through New Bank of India Rawatpara Agra, who, from the order sheet it appears, never put in his appearance in the present case. Thus from it, it appears that neither the workman himself nor the Union is interested to prosecute the case, and for this reason no affidavit evidence has been filed in the case despite sufficient opportunities given to the workman|Union.

4. Thus from the facts stated above, it becomes crystal clear that the workman|Union is not interested in prosecuting the case and as such the reference has become infructuous. In the circumstances of the case a no claim award is given against the Union|workman.

5. Reference is answered accordingly.

ARJAN DEV, Presiding Officer
[No. L-12012/441/88-D.II(A)]

का.आ. 319—औद्योगिक विवाद अधिनियम, 1947(1947 का 14) की पात्रा 17 के अनुसार में केन्द्रीय सरकार देना बैंक के प्रबंधनतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनवाद के पंचपट को प्रत्याशित करती है, जो केन्द्रीय सरकार दो प्राप्त हुआ था।

S.O. 319.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. I, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the Dena Bank and

their workmen, which was received by the Central Government.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947

Reference No. 1 of 1989

PARTIES :

Employers in relation to the management of Dena Bank.

AND

Their Workmen.

APPEARANCES :

For the Employers—Shri B. Saha, Personnel Officer.

For the Workmen—None. At the time of further and final hearing.

STATE : Bihar.

INDUSTRY : Banking.

Dated, the 28th November, 1989

AWARD

By Order No. L-12012/459/88-D2(A), dated, the 20th December, 1988, the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Dena Bank in making offer of Special Assistant at Bakhtiapur, a smaller place than Patna discriminatively as compared to the other cases of members of recognised Union, who had been given this post at the same place, and in putting loss of emoluments without taking into consideration his post of General Secretary of the Dena Bank Employees Congress is justified ? If not, to what relief is the workman entitled ?”

2. The case of the management of Dena Bank (hereinafter referred to as the Bank), as spelt out in its written statement-cum-Rejoinder, details apart, is as follows :

The Bank is one of the nationalised Banks having its Regional Office at Calcutta and branch office at Patna. The concerned workman, Frema Nand Singh was taken in Bank's service as clerical staff on 13-10-69. He was posted to the Patna Branch as a clerk and was offered the posting as Special Assistant at Bakhtiapur Branch by letter dated 1-8-1985. He was directed to report at Bakhtiapur and convey his acceptance on the duplicate copy of the order dated 1-8-85 which was enclosed as a token of his having agreed and accepted the terms and conditions mentioned in the aforesaid letter. He was informed specifically by the said letter that in case the Bank did not hear anything with regard to his acceptance within the period of 7 days, it would be deemed that he had refused to accept the assignment as Special Assistant and accordingly the management may offer the post to another clerical staff. He received the afore-

said order but did not give his acceptance nor did he give his refusal on the copy of the order. He requested to change his posting to Patna instead of Bakhtiarpur by letter dated 4-9-85. The letter reveals that he was not interested in posting of Bakhtiarpur Branch posting which could be considered as refusal to the offer made to him. Anyway, his request was not acceded to since there was no vacancy at Patna Branch and one Special Assistant was already posted there and no further requirement of additional Special Assistant was required at that point of time. Accordingly, he was informed by letter dated 29-1-85. In spite of the said communication he did not resume his duty nor did he request for any further extension for time for reporting for his duty. In the circumstances, the Bank had no other option than to presume that he was not interested in accepting the offer and accordingly it was made to the next eligible employee Sri D. N. Roychowdhury of Patna Branch by letter dated 14-12-1985.

3. The case of the concerned workman as President, Dena Bank Employees Congress (Bihar State) as appearing from the written statement, briefly stated, is as follows :

The concerned workman joined the service of Dena Bank as Clerk on 13-10-69. He did not get any chance of promotion or draw any special allowance for 15 years. He was aggrieved by the functioning of the recognised union, namely, Dena Bank Employees Union (Bihar), a Unit of All India Dena Bank Employees Co-ordination Committee; he resigned from the said union and joined another union, namely, Dena Bank Employees Congress (Bihar State) under the banner of All India Dena Bank Staff Federation in 1976. This caused great resentment in the rank and file of the recognised union as the newly formed union's strength of member grew faster under his leadership. The management never missed an opportunity to show its victimisation and discrimination with regard to the union led by him under the influence of rival recognised union. He was offered the post of Special Assistant by letter dated 1-8-85. The allowance of Special Assistant on the relevant date amounted to Rs. 456 per month in addition to usual emoluments against performance of certain supervisory job specified in Bipartite Settlement. By his letter dated 4-9-85 he requested the management to review the place of posting and also requested for posting at Patna Branch instead of Bakhtiarpur Branch as has been done previously in the case of one R. B. Pandey of the rival recognised union. Sri Pandey was the General Secretary of the rival union. He was also General Secretary of his union at Patna at the relevant time. Unfortunately, the management did not consider his request despite the fact that there existed need of one more special assistant at Patna Branch. This is evidenced by posting of one more person by transfer from Gaya to Patna as Special Assistant. Being deprived of his legitimate right to stay at Head quarter of his union, he informed the management of his willingness to go to Bakhtiarpur and for that matter wanted to know the emoluments he was entitled to draw as Special Assistant on his posting at Bakhtiarpur. But the management under the pressure of the rival union informed him a frustrating amount as emoluments. His basic pay was reduced by Rs. 60 per month and he was not entitled to allowance of Rs. 90 per month payable to him as adjustment allowance. By his letter dated 11-11-85 and 4-1-86 he

protested against the gross injustice of the management when a workman junior to him was given the allowance of Special Assistant and he was made to suffer for his trade union activities. It is alleged that this is an unparallel instance of discrimination against him for appeasing the rival union. In 1988 the management again called him for an interview at Calcutta. He was called upon to appear in interview within 45 minutes of receipt of the intimation which was, however, cancelled and another date was fixed. He appeared in the interview with a letter of protest. Anwyay, the management posted him at Ranchi and he joined his posting at Ranchi three years after his due turn as Special Assistant. In this way, he has been made to suffer from the hands of the management. In the circumstances, he has prayed that the management be directed to pay him special allowance for Special Assistant at the rate of 456 per month with effect from August, 1985 to March 1988.

4. In rejoinder to the written statement of the concerned workman, the management has stated that the reference has not been properly made and that the allegation made by the workman about his not getting any chance for promotion for 15 years is not correct. The decision of joining any union is completely on the choice of the individual employee and the management has no role to play in influencing the decision of employee's joining or leaving any particular union. With regard to the Special Assistant subsequent to Bi-partite Settlement dated 19-10-66 another Settlement dated 30-4-84 was arrived at between the management and All India Dena Bank Co-ordination Committee. Sri R. B. Pandey was working as Clerk at Patna Branch. He was offered the post of Special Assistant at Patna on 1-8-79. His posting was considered at Patna completely as per need and exigencies of the Bank. There was no additional requirement for Special Assistant during August/September, 1985 at Patna Branch. Hence, the request of the concerned workman could not be acceded to. Mr. D. F. Mehta, Special Assistant, was transferred to Patna Branch from Gaya considering the transfer of the then existing Special Assistant Mr. R. B. Pendey to Lucknow in June, 1986. The concerned workman wrote a letter to the branch Manager enquiring about the monetary benefits at Bakhtiarpur on 5-9-85; but he remained silent about the acceptance of the offer. Regarding fixation no workman can be denied higher fitment if he was otherwise entitled to. The allegation that his basic pay was reduced by Rs. 60/- per month is not correct because there was no stage in the clerical cadre which can fit at Rs. 1600/- as basic pay. As per settlement dated 30-4-84 any person assigned with the duties of Special Assistant may accept or refuse the offer within one month. Since the concerned workman did not communicate his acceptance after the order dated 1-8-85 the Bank made offer to the next eligible employee.

5. In rejoinder to the written statement of the management, the concerned workman has stated that original letter of offer of post of Special Assistant envisages that the original is to be handed over to the employee concerned and duplicate is to be retained with the management within seven working days from the date of receipt of the order, duly signed by the

employee concerned, in token of his having agreed and accepted the terms and conditions. Since he signed the duplicate copy it is presumed that he accepted the offer. There was a vacancy for rival Union Office bearer Mr. D. F. Mehta at Patna but not for him and this was due to the vindictive attitude of the management. He accepted the offer but the management reduced his basic salary by Rs. 60/- per month which was intentional. He was also denied the adjustment allowance of Rs. 90/- per month. The entire machinery of the management was working on one point—victimisation of the concerned workman.

6. The management has examined only one witness, namely, MW-1 Pradip Kumar Mazumdar, now posted as Regional Manager, Dena Bank at New Delhi and introduced in evidence a number of documents which have been marked Exts. M-1 to M-4. The concerned workman has laid in evidence a number of documents which have been marked Exts. W-1 to W-7. He did not make himself available for adducing evidence in this case.

7. Admittedly, Prema Nand Singh, the concerned workman joined the service of Dena Bank at Patna Branch in Calcutta Region as Clerk on 13-10-79. It appears that he did not get any chance of promotion to higher post till 1-8-85.

His academic qualification as appearing from the letter of the management dated 1-8-85 (Ext. W-1) which corresponds to Ext. W-1 is B.Com., CAIB(I) and that he put in 15 years of service in the Bank. The written statement of the concerned workman discloses that being aggrieved by the functioning of the recognised union, namely, Dena Bank Employees Union (Bihar), a Unit of All India Dena Bank Employees Co-Ordination Committee, he resigned from the membership of the said union and joined another union, namely, Dena Bank Employees Congress (Bihar State) in 1976 and that the union's strength grew faster under his leadership.

8. It appears that pursuant to first Bi-partite Settlement dated 19-10-66 the management of Dena Bank arrived at another settlement on 30-4-84 with Dena Bank and All India Dena Bank Employees' Co-Ordination Committee for sanctioning of Special Assistant's allowance (Ext. M-3). It may be stated here that Dena Bank Employees Union (Bihar) is a unit of All India Dena Bank Employees' Co-Ordination Committee. The relevant portion of the terms of reference are gleaned hereinbelow :

"(1)

(2) The Bank will sanction Special Assistant's allowance to 50 employees in the clerical cadre in the year 1984 and to 50 employees in the year 1985. Vacancies of Special Assistant that may arise due to death/retirement/request transfer during the period between the date of signing settlement and 30-6-1985 will not be filled in. However, vacancies arising due to promotion or relinquishing Special Assistant's allowance shall be filled within one month of the occurrence of the vacancies.

5. (d).....Their posting will be within the respective Administrative Region in which employees are working at the time of their posting to the post of Special Assistant..... In case an employee on being offered the post of Special Assistant refuses to accept the post as it happens to be in another linguistic State|District than the State|District in which the employee at that time of offer is working, he may refuse the offer and on such refusal he will be debarred for posting to the post of Special Assistant as envisaged in Clause 7(a) below.....

7. (a) In case an employee refuses to accept the post of Special Assistant in the same Region|State|District he will be debarred from being a Special Assistant for a period of two years.....

9. By letter dated 1-8-85 (Ext. M-1 Ext. W-1) the concerned workman was offered the post of Special Assistant at Bakhtiarpur with special allowance of Rs. 456/- per month as existing at that time. By that letter he was also directed to return the duplicate copy of the letter (order) within seven working days from the receipt of the letter duly signed by him in token of his having agreed to accept the terms and conditions and in case the management did not receive his acceptance within stipulated date it would be deemed that he had refused to accept the assignment of duties of Special Assistant and the management would be free to give the same to another eligible clerk. The management has not complained that it did not receive the duplicate copy of the letter in question. In the pleading the management has taken the position that he did not give his acceptance nor did he signify his refusal on the duplicate copy of the order. But regard being had to the tenor of the letter there was no scope for him to refuse the offer made to him since he submitted the duplicate copy to the management after his signature. Anyway, the concerned workman by letter dated 4-9-85 (Ext. M-2, W-2) requested the management to review the decision of his posting at Bakhtiarpur and post him at Patna since he was an office bearer of the union and that "due to dislocation to my union activities and other family trouble, I am not in a position to go to Bakhtiarpur." This letter of the concerned workman discloses that he made a request to the management for reconsideration of his transfer to Bakhtiarpur and expressed his unwillingness to join his new posting at Bakhtiarpur as according to his own words "due to dislocation of union activities and other family trouble." Thereupon, the management by letter dated 21-9-85 (Ext. W-3) informed him that his posting as Special Assistant at Patna could not be acceded to and the Branch Manager was directed to relieve him within three days from the date of receipt of the telegram. The concerned workman by letter dated 23-9-1985 (Ext. W-4) informed the management that his request for review of his posting at Bakhtiarpur had not been clarified and that he was not a party to the settlement for Special Assistant's allowance. He requested the management to inform him of the benefits (monetary) on his posting at Bakhtiarpur. He was informed by the management by letter dt. 5-10-1985

(Ext. W-5) that his posting in any branch other than Bakhtiarpur could not be considered and if he did not accept the offer and was not relieved within three days his posting order would be treated as cancelled and order to the next eligible employee would be issued. By letter dated 5-10-85 (Ext W-5) the concerned workman requested the management to inform him of the monetary benefits that he would be entitled to. The management by letter dated 8-11-85 (Ext. W-6) informed him that as Special Assistant at Bakhtiarpur he would be drawing basic salary of Rs. 1600, D.A. Rs. 1058, special allowance Rs. 456 and H.R.A. Rs. 140 as on 1-10-85 and he was directed to be relieved of his duties within three days from the date of receipt and that he should make categories acceptance of his offer. He was also informed that no further correspondence will be entertained. By letter dated 11-11-1985 (Ext. W-7) the concerned workman informed the management that he was afraid to make categorical reply in view of the stipulation that no further correspondence would be entertained and that there was anomaly in his total 'monthly drawing'. By letter dated 4-1-1986 (Ext. W-8) he protested against denial of special allowance on flimsy and concocted ground and he again prayed for review of the matter in the context of his representation dated 11-11-1985. By letter dated 30-3-1988 (Ext. W-9) the concerned workman informed the management that he had already taken up the matter with the Asstt. Labour Commissioner (C), Patna and the matter was sub-judice.

10. Thus, it is seen that in all his correspondence with the management of the Bank the concerned workman did not complain that he was discriminated against by the management or that he cited the instance of Sri R.B. Pandey of the rival union having been posted at Patna Branch as he was the General Secretary of the rival union. True it is that Sri Pandey, General Secretary of the rival union was posted at Patna after he was promoted to the post of Special Assistant. MW-1 Pradip Kumar Mazumdar is now posted as Regional Manager, Dena Bank at New Delhi. He was earlier posted to Jamshedpur Branch as Branch Manager of the Bank and that thereafter he was promoted and posted as Regional Manager, Calcutta Administrative Region of Dena Bank. He has stated that Patna falls within the jurisdiction of Calcutta Administrative Region. He has clarified that posting of Sri Pandey at Patna even on his promotion to the post of Special Assistant by stating that Sri Pandey was considered for transfer to Lucknow Region and for a brief spell the management retained him as Special Assistant at Patna since there was no Special Assistant at Patna at that time. Thus, the evidence of Sri Mazumdar discloses that Sri Pandey was retained as Special Assistant for a brief spell as there was no Special Assistant at Patna at that time. His evidence also discloses that Sri Mehta was transferred from Gaya to Patna as Special Assistant under exigencies of circumstances resulting from back-logs of arrear work relating to balancing of books and that Sri Mehta requested for his transfer from Gaya to Patna and the management conceded to his request under compulsive circumstances. Besides, Sri Mehta, according to the witness, is senior to the concerned workman in service as Special Assistant.

11. It appears that the management waited for a long time for the concerned workman to join his new appointment as Special Assistant at Bakhtiarpur. Bakhtiarpur and Patna are within the same Administrative Region i.e. under the Administrative Region of Calcutta office. The concerned workman at first requested the management for re-consideration of his posting at Bakhtiarpur on the ground of his trade union activities and family trouble and requested for his posting at Patna. The management did not concede to his request. Thereafter he wanted to know from the management the monetary benefit that he was entitled to get at Bakhtiarpur. It appears that the management did not provide him correct information with regard to the monetary benefit that he was entitled to at Bakhtiarpur. Anyway, the evidence on record does not indicate that the concerned workman was willing to join his new appointment as Special Assistant at Bakhtiarpur. In conformity with the settlement dated 30-4-1984 (Ext. M-3) the management offered the post of Special Assistant to the next eligible employee. That being the position the action of the management in making offer of post of Special Assistant to the concerned workman at Bakhtiarpur is not considered to be discriminative and unjustified.

12. Accordingly, the following award is rendered—

The action of the management of Dena Bank for making offer of the post of Special Assistant to the concerned workman at Bakhtiarpur is neither discriminative nor unjustified.

In the circumstances of the case, I award no cost.

S. K. MITRA, Presiding Officer

[No. L-12012/459/88-D.II(A)]

V. K. VENUGOPALAN, Desk Officer

नई दिल्ली, 25 जनवरी, 1990

नो. आ. 320.—आंतरिक विभाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूरण में, केन्द्रीय सरकार फिनिकेट बैंक के प्रबंधालय के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्विट आंतरिक विभाद में आंतरिक अधिकारण, हैदराबाद के पंचपट को प्रदानित कर्ता है, जो केन्द्रीय सरकार को 4-1-1990 को प्राप्त हुआ था।

New Delhi, the 25th January, 1990

S.O. 320.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the Syndicate Bank and their workmen, which was received by the Central Government on the 4-1-1990.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL AT HYDERABAD.

PRESENT :

Sri C. Rami Reddy, B.Sc., B.L.,
Industrial Tribunal.

Dated : 23rd November, 1989.
Industrial Dispute No. 27 of 1989.

BETWEEN :

The Workmen of Syndicate Bank,
Zonal Officer, Somajiguda,
Hyderabad-500482.

AND

The Management of Syndicate Bank,
Zonal Office, Somajiguda,
Hyderabad-500482.

APPEARANCES :

Non for the Workmen.

M/s. K. Srinivasa Murthy, G. Sudha, Mitra Das,
and A. Visalakshmi, Advocates for the
Management.

AWARD

The Government of India, Ministry of Labour by its Order No. L-12012/872/88-D. II(A) dated 28-3-1989 referred the following dispute under Sections 10(1)(d) & (2A) of the Industrial Disputes Act, 1947 between the employer in relation to the management of Syndicate Bank and their workmen to this Tribunal for adjudication .

"Whether the action of the Management of Syndicate Bank in indissmissing from service Smt. G. Shivamma is justified ? If not, to what relief is the workman entitled ?"

This reference is registered as Industrial Dispute No. 27 of 1989 and notices were issued to the parties.

2. A notice was issued to the workman with a direction to file claim statement and it was posted to 1-5-1989 for the claim statement of the workman. The workman received the notice but he did not attend this Tribunal on 1-5-1989, nor she filed any claim statement on that day. Subsequently industrial dispute was posted to 27-5-1989 and 21-6-1989 for the claim statement of the workman. The workman did not file any claim statement nor she made any appearances on those dates either in person or through her representative. So the workman was set ex parte on 21-6-1989.

3. The Management filed a counter contending as followings : It is respectfully submitted that Smt. G. Shivamma was appointed as Attender in the Respondent Bank and posted at Cuddappah Main Branch. While she was functioning as Attender in the Respondent Bank during the period between September, 1983 to July, 1984 she issued/caused to be issued 3 jewel loan Dockets in A.F. 480(OG 153) for a total sum of Rs. 8,200.00 and 2 cash receipts for Rs. 224.00 and Rs. 48.00 by forging/caused to be forged the signatures of the Bank officials thereby

misusing her position as an employee of the bank in order to make believe the customer one Smt. Dhanalakshmamma that her jewels were pledged in the Bank. Further, Smt. G. Shivamma surreptitiously and stealthily removed a cheque leaf out of an unused cheque book already surrendered by the concerned customer and presented the same at the Proddatur Branch of the Respondent Bank for collection in respect of her non-existent S.B. A/c, with a clear design of deriving undue pecuniary benefit out of the said fraudulent attempt. It is respectfully submitted that she being an Attender in the Bank, she took advantage of her position as there was access for her to the vouchers, cheque books and ledgers and she is also aware of the procedure of the Bank and the customers are also fully aware that she is working in the Bank. As if she was discharging her duties, she posed before the customers and received the jewels. All her actions are fraudulent in nature.

4. For the above acts of the workman a charge sheet dt. 24-9-1986 was issued to the workman stating that she has committed gross misconduct under Clause 19.5(j) of the Bipartite Settlement. The Enquiry Officer was appointed to conduct domestic enquiry and the charge sheet was issued to the workman and the workman participated in the domestic enquiry. The Enquiry Officer gave full and fair opportunity to the workman and the workman admitted her guilt before the Enquiry Officer. The Enquiry Officer accepted the guilt committed by the workman and submitted his report to the Disciplinary Authority who in turn gave a show cause notice to the workman proposing punishment of dismissal, that Disciplinary authority also gave personal hearing to the workman after hearing the case and after applying his mind that disciplinary authority confirmed the punishment of dismissal in its proceeding of 9-12-1987 and the same was communicated to the workman. Thereafter the workman filed an appeal and the Appellate Authority confirmed the punishment in its proceedings dt. 11-3-1988. It is submitted that the Respondent Company after having given full and fair opportunity to the workman according to the service rules, Bipartite Settlement and Awards and having gone through the entire record, applying its mind and looking into the past record passed the dismissal order. Thus the Management is justified the dismissal.

5. The Management examined one Sri S. Manoharan working as Assistant Personnel Manager in Zonal Office in Syndicate Bank, at Hyderabad as M.W1. He claimed that he represented the Management before the Assistant Labour Commissioner (Central) Hyderabad in Industrial Dispute raised by the workman and that he knows about the case of the workman. He spoke to the case of the Management as narrated above in the counter and he marked Exs. M1 to M10 the details are which are given in the appendix of evidence. Relying on the evidence of M.W1 and Exs. M1 to M10 I am inclined to hold that the Enquiry Officer gave full and fair opportunity to the workman during the domestic enquiry, that the admission of guilt made by the workman before the Enquiry Officer is voluntary and that the Enquiry Officer committed no illegality in accepting the guilt of the workman for the charges levelled against her in holding the workman guilty of charges in his report Ex. M6. Further it is seen that the Disciplinary Authority gave full and fair op-

in the year 1967. He continued to work as D. C. Loader till sometime in the year 1982. Due to the urgency of work the management of Bhowra (S) colliery transferred the concerned workman from the job of D. C. Loader to the job of Haulage operator in 27 incline in the year 1982. The D. C. Loader is piece rated whereas Haulage operator is a time rated job. Since 1982 the concerned workman continued to work regularly and continuously as Haulage operator till 19-9-85. All on a sudden the concerned workman was stopped from the work of Haulage operator from 20-9-85 and he was verbally asked to go back to his original job of D. C. Loader. The concerned workman had made representation to the management for his regularisation on the post of Haulage operator when he had worked regularly and continuously for about 3 years. The matter of his regularisation to the post of Haulage operator was referred to the Area office. The concerned workman protested against the action of the management when he was stopped from the job of Haulage operator and was asked to go back on his original job of D. C. Loader. When his representation did not find favour with the management the union of the concerned workman raised an industrial dispute against the stoppage of his work of Haulage operator and for his regularisation to the post of Haulage operator vide his complaint dated 9-9-85 filed before the ALC (C), Dhanbad. During the conciliation proceeding before the ALC (C), Dhanbad a settlement dated 14-10-85 was arrived at and the dispute was amicably settled. As per term of the settlement the concerned workman was to be provided with regular job of Haulage operator when incline No. 19 starts working or when approved for his regularisation as Haulage operator by the Area office, whichever is earlier. In the meantime the management agreed to provide him with job of Haulage operator or any other time rated job. After the said settlement the concerned workman was provided with job of Haulage operator. Again the management stopped him from the job of Haulage operator and asked him to work as D. C. Loader with effect from 26-10-85 in violation of the terms of settlement dated 14-10-85 which was binding on the management under Section 18(3) of the I.D. Act, 1947. The management had the job of Haulage operator and other time rated job when the concerned workman was asked to go back to work as D. C. Loader. The union again raised the matter before the ALC(C), Dhanbad regarding violation of the terms of settlement dated 14-10-85 and thereafter the present reference has been made to this Tribunal for adjudication. Incline No. 19 started working since 1-1-86 and as per the terms of settlement dated 14-10-85 the concerned workman is entitled to be provided with regular job of Haulage operator and to be regularised in the said post. On the above facts it is prayed that the concerned workman be provided with the job of a Haulage operator and regularised on the said post in terms of the settlement dated 14-10-85 and he should also be paid wages for the idle period since 26-10-85 till he is provided with the job of Haulage operator.

The case of the management is that when the concerned workman was working in incline No. 27 during 1984-85, he was given chance to learn the job of Haulage operator and was also given chance

to work as Haulage operator during leave and sick vacancies. The incline mine No. 27 was closed in June, 1985 and the concerned workman was deputed to work at No. 28 incline mine as a D. C. loader on his substantive post. But his authorisation to work as Haulage operator was not withdrawn and in fact he was given to work as Haulage operator during leave and sick vacancies. The sponsoring union vide letter dated 9-9-85 addressed to the ALC(C), Dhanbad raised an industrial dispute for regularisation of the concerned workman as Haulage operator on the ground that the concerned workman had put in 190 days of attendance in a year as Haulage operator at 28 incline. The said dispute was settled by a compromise before the ALC(C), Dhanbad on 14-10-85. The concerned workman under the wrong advice of certain persons stopped working from 20-9-85 and became adamant in his stand to work as Haulage operator only and not as D. C. Loader. As per the terms of settlement dated 14-10-85 the concerned workman was to be given preference in the appointment as regular Haulage operator after opening up 19 incline mine at the time of filling up vacancies of Haulage operator. Till the date of such absorption as Haulage operator the concerned workman was to be given the job of Haulage Khalasi or in any time rated job as per available vacancy suitable to the concerned workman. The concerned workman was offered the job of Haulage operator or other suitable time rated jobs during leave and sick vacancies. The concerned workman did not accept the settlement and demanded his regular employment as Haulage operator and started absenting from his duties with effect from 26-10-85. The concerned workman was a piece rated worker while holding substantive post of D.C. Loader. He was never appointed as a probationer to fill up the permanent vacancy of Haulage operator in the time scale and as such the question of permitting him to work on time scale did not arise. On the above facts it is prayed that the Award be made in favour of the management.

The point for consideration is whether the concerned workman is entitled to be employed as Haulage operator in the time rated jobs.

The workmen examined the concerned workman W-1 in support of his case. 3 documents have been taken in exhibit on behalf of the workmen and they are marked Ext. W-1 to W-3. The management neither examined any witness nor exhibited any document.

Both the parties based their case on the basis of the settlement arrived at between the parties on 14-10-85 and as such the matter in dispute can be decided on the correct interpretation of the settlement dated 14-10-85. So far other facts are concerned they are of not much importance since after the settlement arrived at between the parties before the ALC(C), Dhanbad. Admittedly, the said settlement was arrived at under Section 18(3) of the I.D. Act and as such it was binding on both the parties.

Let us therefore turn to the terms of the settlement Ext. W-1 dated 14-10-85.

The first term of the settlement Ext. W-1 is "the management agreed to post Shri Rajkumar Rajbhar, D.C. Loader as Haulage operator on preference from the date the incline No. 19 starts functioning or receipt of approval of the headquarters to regularise the workman as Haulage Khalasi whichever is earlier." I will first deal with the above term of settlement. WW-1 Rajkumar Rajbhar is the concerned workman in the case. In his evidence he has stated that in 1986 incline No. 19 started working and it was closed after working for about 6 months. The management vehemently denies the fact that incline No. 19 ever started in the year 1986 or that it had worked for 6 months. However, the evidence on the point is exparte in the sense that it has been specifically stated by WW-1 that incline No. 19 started working in the year 1986 and that it was closed after working for about 6 months. Even if the fact as stated by WW-1 is true, it is clear that incline No. 19 which was started in 1986 closed after about 6 months and now admittedly the said incline No. 19 is not working. As such it is not possible that the concerned workman can be posted as Haulage operator in incline No. 19. There is no evidence that headquarters of the management has approved the regularisation of the concerned workman as Haulage Khalasi. Thus the two alternatives stated in para-1 of the settlement has not been fulfilled. Incline No. 19 which started working was stopped after 6 months and as such the concerned workman could not be given preference for his appointment as Haulage operator. It will also appear that headquarters of the BCCL did not approve the regularisation of the concerned workman as Haulage Khalasi.

The second paragraph of the settlement Ext. W-1 provides "the management further agreed to pay difference of wages for the period the workmen has done the job of Haulage Khalasi". There is no evidence to the effect that the concerned workman had worked as Haulage Khalasi for which he has to be paid any difference of wages. Thus term in Para-2 also does not appear to have been violated by the management.

The third paragraph of the settlement Ext. W-1 is rather more important. It provides "till the management provides regular job of Haulage Khalasi, the parties agreed to provide workman the job of Haulage Khalasi or any time rated job as per available vacancy." Thus according to the terms as stated in para-3 of the settlement Ext. W-1 it will appear that till a regular job of Haulage Khalasi is provided to the concerned workman, the management has to provide the concerned workman with the job of Haulage Khalasi or any time rated job whichever is available with the management. It does not mean that if no time rated job is available the concerned workman will be backed in the piece rated job of D.C. Loader. It was finally settled that the concerned workman will not go back to the post of D.C. Loader but will continue to work as Haulage Khalasi or in some other time rated job if there was no job of Haulage Khalasi till he was provided the regular job of Haulage Khalasi by the management.

It will appear from the case and evidence of the workmen that they are claiming to be regularised as Haulage operator. The post of Haulage operator

khalasi is to be given to the concerned workman only when incline No. 19 starts working. I have already discussed above that although incline No. 19 started working, the work was stopped after about 6 months and as such the concerned workman could not/cannot be provided with the job of Haulage operator in incline No. 19. The alternative was that the concerned workman may be regularised as Haulage Khalasi and till he was not regularised as Haulage Khalasi he was to be provided with the job of Haulage Khalasi or any time rated job as per available vacancy with the management. The concerned workman therefore cannot claim to be regularised as Haulage operator khalasi in terms of Ext. W-1. It will appear that the concerned workman was stopped work from 26-10-85. In para-15 of the W.S. of the management it is stated that the concerned workman started absenting from his duty from 26-10-85 when he was offered other job different from that of Haulage operator. In para-9 of the W.S. of the workmen it is stated that the concerned workman was asked to go back to work as D.C. Loader with effect from 26-10-85. Thus it is admitted that the concerned workman is not performing his duties with effect from 26-10-85. There is no evidence of the management that the concerned workman was given the job of Haulage Khalasi or any time rated job as provided in Ext. W-1. It is stated by the management that as there was no time rated job, the concerned workman could not be given the time rated job or the job of Haulage Khalasi and was asked to go to work as D.C. Loader. This was against the terms of settlement Ext. W-1 and the management had erred in not providing job of Haulage Khalasi or any other time rated job available with them and had asked the concerned workman to work as D.C. Loader. In the above view of the matter the management had itself gone back from the terms of settlement and the concerned workman cannot be punished if they had stopped working in the job of D.C. Loader. The settlement in Ext. W-1 dated 24-10-85 was meant to be operated as it was binding on the parties under Section 18(3) of the I. D. Act and as the management had not complied with the terms of the settlement, the concerned workman cannot be taken task. The management therefore has to provide the job of Haulage Khalasi or a time rated job to the concerned workman and as the same was not provided to the concerned workman, the management must pay him the wages of Haulage khalasi from the date of the stoppage of the workmen i.e. from 26-10-85.

In the result, I hold that the demand of Bihar Mines Laljhanda Mazdoor Union to employ the concerned workman Shri Rajkumar Rabbar, D.C. Loader as Haulage Khalasi or in any time rated job in Bhowra (S) colliery with full back wages is justified. The management is directed to pay arrears of the wages of Haulage khalasi to the concerned workman with effect from 26-10-85 with other consequential benefits within one month from the date of publication of the Award.

This is my Award.

I. N. SINHA, Presiding Officer

[No. L-24012/67/86-D.IV(B)/IR (Coal-I)]

का.आ. 322.—औद्योगिक विवाद अधिनियम, 1947 (1947 वा 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार, मैरी बार्म कोकिंग कॉर्प कोन निपटेट का वहाँवारी कोलियरी चाच विटारिया एंड व्हाइट के प्रबंधनतंत्र से सम्बद्ध नियोजितों और उनके गमन्यारों के लिए, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण (सं. 1) धनबाद के वक्ष्यपट को प्राप्तिकरण है, जो केन्द्रीय सरकार को 5-1-1990 को प्राप्त हुआ था।

S.O. 322.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 1) Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Chanch Victoria Area of M/s. Bharat Cooking Coal Ltd. and their workmen, which was received by the Central Government on the 5-1-1990.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under section 10(1)
(d) of the Industrial Disputes Act, 1947.

Reference No. 139 of 1988

PARTIES :

Employers in relation to the management of
Chanch-Victoria Area of M/S. B.C.C.
Ltd. !

AND

Their Workmen.

PRESENT :

Shri S. K. Mitra, Presiding Officer.

APPEARANCES :

For the Employers : Shri B. Joshi, Advocate.
For the Workmen : Shri B. B. Pandey, Advocate

STATE : Bihar. INDUSTRY : Coal.

Dtd, the 26th December, 1989.

AWARD

The present reference arises out of Order No.L-20012/119/88-D-3(A)/D-4(B), dated, the 31st October, 1988 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows :

"Whether the demand of the Union for regularisation of Gopal Singh of Dahibari Colliery under V. V Area of BCCL as Electrical Supervisor/Foreman (Electrical) in Technical & Supervisory Grade 'A' with effect from 16-10-1980 is justified ? If so, to what relief and from which date, the workman is entitled to."

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and I

find them quite fair and reasonable. There is no reason why an award should not be made on the basis of terms and conditions laid down in the memorandum of settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under section 15 of the Industrial Disputes Act, 1947.

S. K. MITRA, Presiding Officer.
[No. L-20012(119)/88-D. 3(A)/IR (Coal-I)]

Sd./-

BEFORE THE PRESIDING OFFICER, CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL

NO. 1, AT DHANBAD

Reference No. 139/88

Employers in relation to the management of
Chanch-Victoria Area of M/s. BCCL.

AND

Their Workmen

Petition of Compromise

The humble petitioner on behalf of the parties to the above reference most respectfully shewth :—

1. That the above dispute has been amicably settled between the parties on the following terms :—

(a) That the concerned workman, i.e., Shri Gopal Singh will be treated to have been promoted in Technical & Supervisory Grade 'B' with retrospective effect from 17-12-82 and in Technical and Supervisory Grade 'A' with retrospective effect from 1-1-86.

(b) That Shri Gopal Singh also agrees to the point of abiding by the provisions of eligibility for promotion from Technical and Supervisory Grade 'C' to Technical and Supervisory Grade 'B' and then to Technical & Supervisory Grade 'A', as laid down in the Cadre Scheme and accordingly, his effective date of promotion in para—(A) has been agreed.

(c) That his basic in Technical & Supervisory Grade—'B' & in Technical & Supervisory Grade—(A) will be fixed as per the Norms in vogue in BCCL But Shri Singh will not be paid any arrear wages, which might accrue due to fixation of basic in Technical & Supervisory Grade—'B' and in Technical & Supervisory Grade—'A', since he has already been paid the difference of wages of Technical & Supervisory Grade—'A'.

That, in view of the above settlement, there remains nothing to be adjudicated.

Under the facts and circumstances, as stated above, the Hon'ble Tribunal will be graciously pleased to accept the settlement as fair and proper and be pleased to pass the award in terms of the settlement.

For the Employers :

- (1) Gopal Singh (Workman).
- (2) (D. N. Singh).

For the Employers :

- (1) (M. R. Mukherjee G. H. Clvarea).
- (2) (P. K. Roy P.M.).

Part of the Award.

नई दिल्ली, 19 जनवरी, 1990

का.आ. 323—आंशिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैसर्व भारत कोकिं कॉल लि. की गोपालीचूक कोलिंग के प्रबंधनक्रम में सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में नियंत्रित औंशिक विवाद में केन्द्रीय सरकार आंशिक विवाद अधिनियम, (ग्र. 1) धन्वाद के पश्चाट को प्रकाशित करती है, जो केन्द्रीय ग्राहक को 5-1-1990 को प्राप्त हुआ था।

New Delhi, the 19th January, 1990

S.O. 323.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 1), Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Gopalichuk Colliery of Putka Balihari Area of M/s. B.C.C. Ltd. and their workmen, which was received by the Central Government on the 5-1-1990.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 58 of 1988

PARTIES

Employers in relation to the management of Gopalichuk Colliery of M/s. B.C.C. Ltd.

AND

Their Workmen

APPEARANCES

For the Employers.—Shri R. S. Murthy, Advocate.

For the Workmen.—Shri Lalit Burman, Vice President, United Coal Workers' Union.

STATE : Bihar

INDUSTRY : Coal.

Dated, the 27th December, 1989

AWARD

By Order No. L-20012/238/87-D-3(A), the 10th May, 1988, the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Gopalichuk Colliery of Putke Balihari

Area of Bharat Coking Coal Ltd., P. O. Kusunda, Distt. Dhanbad in superannuating Sri Nakul Kamar, M|Loader w.e.f. 23-12-86 when the age of the employee in his identity card is 6-6-1937 is legal and justified ? If not, to what relief the workman concerned is entitled ?”

2. The case of the management of Gopalichuk Colliery of M/s. B.C.C. Ltd., as appearing from the written statement submitted on its behalf, details apart, is as follows :

The present reference is not maintainable since it is based on presumption that the age of the concerned workman was recorded in the Identity Card as 6-6-1937. The concerned workman, Nakul Kumar was working as Miner/Loader of Gopalichuk colliery of M/s. B.C.C. Ltd. In the Form B register of the colliery which is maintained under the Mines Rules the date of his birth was recorded as 23-12-1926 and the entries relating to the date of birth and other entries relating to him were duly attested by affixing his L.T.I.thereon He affixed his L.T.I. on Form B Register in token of his acceptance of the correctness of the entries therein, after the same were duly explained to him. It has become a tendency of the workers to challenge the date of birth at the fag end of the service career to get an unfair advantage. This tendency must be discouraged. His date of birth was 23-12-1926 and not 6-6-1937. He has suppressed his original Identity Card and so he could not be permitted to claim any benefits from the so-called Identity Card. In the circumstances the management has prayed that the Hon'ble Tribunal may be pleased to hold and decide that the action of the management in superannuating the concerned workman with effect from 23-12-1986 on his attaining the age of 60 years is justified.

3. The case of the concerned workman, as appearing from the written statement submitted on his behalf by the sponsoring union, United Coal Workers' Union, briefly stated, is as follows :

The concerned workman, Nakul Kamar, was working in Gopalichuk colliery from before nationalisation of the colliery since May, 1972. The management of M/s. B.C.C. Ltd., after nationalisation of the colliery, issued an Identity Card bearing No. ML/44078 to him in which his date of birth has been clearly mentioned as 6-6-37. The Agent of Gopalichuk colliery issued notice dated 26/28-10-86 proposing to superannuate him with effect from 23-12-1986. He received the said notice on 19-12-86 and immediately made a representation to the Agent of the colliery contesting the decision of the management and stating that the date of birth as mentioned in the Identity Card, is 6-6-37 and so there can be no question of superannuating him from service with effect from 23-12-76. He made a further petition dated 21-12-86 to the Agent of the colliery praying that he should be allowed to continue in service till 6-6-97 on the basis of the date of birth mentioned in the Identity Card. The management refused to consider the matter and stopped him from work with effect from 23-12-86. In the context of above facts and circumstances the union raised an industrial dispute before the Asstt. Labour Commissioner (Central), Dhanbad,

demanding that the concerned workman be reinstated in service with full back wages and other benefits from 23-12-86 till the date of his reinstatement. Due to intransigent attitude of the management, the conciliation proceeding ended in failure and the Central Government has been pleased to refer the dispute for adjudication before this Tribunal. In the circumstances, the sponsoring union has prayed that the action of the management of Gopalichak colliery in superannuating the concerned workman with effect from 23-12-86 be held illegal and unjustified and prayed that the concerned workman be reinstated in service with full back wages and other benefits till the date of his reinstatement.

4. In rejoinder to the written statement of the sponsoring union, the management has stated that after nationalisation of the colliery the management issued Identity Card to the concerned workman indicating his date of birth as 23-12-86. But the concerned workman managed and manufactured Identity Card showing his date of birth as 6-6-37. The management has also asserted that the notice of superannuation was received by the concerned workman much earlier than 19-12-86. There was no question of the management considering any representation or petition of the concerned workman since they were never submitted to him. Since the concerned workman reached the age of superannuation with effect from 23-12-86 he has no right to continue in service after that date. It is alleged that the sponsoring union raised the industrial dispute before the A.L.C (C), Dhanbad, by mis-representation of facts. The conciliation proceeding did not end in a failure due to intransigent attitude of the management. The management has firmly stated that its action in superannuating the concerned workman with effect from 23-12-86 is perfectly legal and justified.

5. In rejoinder to the written statement of the management the sponsoring union has asserted that the Form B Register referred to by the management is not original one and it was prepared after nationalisation. The concerned workman is illiterate and he was not aware of the entries made in Form B Register. It has been denied that the L.T.I. of the concerned workman was obtained on the said Form B Register in token of correctness of the entries made therein or in acceptance of the entries made therein. The Identity Card issued to him on 11-7-73 bears the signature of the P.O. and the Colliery Manager and the entries in the said Identity Card should be deemed to have been authenticated by the said officer. The allegation of suppression of the original Identity Card and forging the present one is totally false, malafide and product of an afterthought.

6. The management, in support of its action, has examined only one witness MW-1 Aswani Kumar Jha, now clerking to the Personnel Officer of the colliery and laid in evidence only one item of document which has been marked Ext. M-1. On the other hand, the sponsoring union has examined the concerned workman and laid in evidence a sheaf of documents which has been marked Exts. W-1 to W-4.

7. The sponsoring union in its written statement has firmly stated that the concerned workman was working in Gopalichak colliery from before the na-

tionalisation of the colliery in May, 1972. The management has not denied this statement of fact. It has been admitted by the management that the concerned workman was working as miner/loader in Gopalichak colliery. The concerned workman has stated in his testimony that he was working in Gopalichak colliery as miner/loader and that he joined the service of the said colliery many years before it was nationalised. The photo copy of the Form B register produced by the management also establishes the fact that he joined the service of the colliery on 22-5-59 as miner/loader, (Ext. M1). Thus, the inescapable conclusion is reached that the concerned workman joined the service of the colliery as miner/loader on 22-5-1959.

8. Admittedly, the management of Gopalichak colliery was taken over by the Central Government with effect from 17-10-71 and the colliery was nationalised with effect from 1-5-1972. It is also an admitted position that the management of all coking coal mines in India were taken over by the Central Government with effect from 17-10-71 and all such mines were nationalised with effect from 1-5-72. It is also the admitted position that the management of non-coking coal mines was taken over by the Central Government with effect from 1-1-73 and such mines were nationalised with effect from 1-5-73. There is no dispute that both Gopalichak colliery and New Marine colliery were nationalised and the ownership and management of these collieries along with other collieries vested in M/S. B.C.C. Ltd.

9. The management has produced the photo copy of Form B Register maintained by the Gopalichak colliery in respect of all workmen employed there. (Ext.M-1). The name of the concerned workman appears at serial No. 520 of the said register and as per Form B Register the date of birth of the concerned workman was 23-12-1926.

Shri R. S. Murthy, Advocate for the management has contended that since the Form B Register is a statutory register the age of the concerned workman as recorded therein should be accepted as correct.

On the other hand, Shri Lalit Burman, authorised representative of the sponsoring union, has contended that Form B Register as produced by the management is not the original Form B Register of Gopalichak colliery and that the Form B Register produced by the management was prepared after nationalisation of the colliery. He has further contended that the concerned workman is an illiterate person and the entries in the Form B register were never explained to him.

10. MW-1 Aswani Kumar Jha is now clerking to Personnel Officer of Gopalichak colliery. He has proved Form B Register on behalf of the management. He has stated that Form B Register proved by him was prepared at the time when the management of the Colliery was taken over by the Central Government in 1971. The case of the sponsoring union in rejoinder to the written statement submitted by the management is that his Form B Register is not the original one and was prepared after nationalisation and that the workman, being illiterate, was not aware of the entries made in the Form B Register. Thus, it

is obvious that Form B Register is not the original Form B Register maintained by the colliery and that it was prepared after the take over or nationalisation of the colliery.

MW-1 Aswani Kumar Jha has been constrained to admit that he has got no idea if the entries in Form B Register are correct or not since he is not the author of the document. He has also admitted that he has got no knowledge whether the entries as made in Form B Register were read over to the concerned workman. This being the position, the evidentiary value of Form B register is not as weighty and hard as Sri Murthy would have me believe. The concerned workman, it appears, was posted at New Marine colliery. It is the admitted case of both the sponsoring union and the management that after nationalisation of the colliery the management issued an Identity Card to the concerned workman.

The concerned workman has produced Identity Card. It appears that it was issued by the management of New Marine Colliery of M/S. B.C.C. Ltd. on 11-7-73 (Ext.W-1). Here his date of employment has been recorded as 22-5-59 which agrees with that of Form B Register. But in this Identity Card his date of birth has been recorded as 6-6-37.

11. Shri R. S. Murthy has contended that this Identity Card (Ext.W-1) is a forged document and a product of manipulation by the concerned workman. I am constrained to state that I am unable to agree with his contention. The Identity Card bears the signature of P.O. and facsimile of the Manager of New Marine colliery. The date of employment of the concerned workman and his serial number as appearing in this Identity Card agree with those of the Form B Register, only the date of birth differs.

It appears that the management issued notice of superannuation by letter dated 22/28-10-86 (Ext. W-2). In terms of this notice the concerned workman was to retire from service with effect from 23-12-86. Immediately upon receipt this notice of superannuation the concerned workman raised objection and stated that his date of birth as recorded in Identity Card is 6-6-37 (Ex. W-3). Thereafter he wrote another letter dated 22-12-86 to the management disputing his superannuation by the management (Ext. W-4).

In the written statement the management has denied to have received the representations. But MW-1 Aswani Kumar Jha has admitted that after receipt of the notice of superannuation (Ext.W-2) the concerned workman made a representation which was received by the Despatch Clerk on 20-12-86 (Ext.W-3) and that the concerned workman made another representation which was also received by the Despatch Clerk (Ext.W-4). That being so, it is now idle to contend that the management has not received these two representations.

12. However, the fact remains that the evidence evinces two dates of birth of the concerned workman—as per Form B Register his date of birth was 22-12-26 and as per Identity Card Register his date of birth was 6-6-37. There is no denial of fact that there exists variation in records regarding the age of the concerned workman and in such a predicament

the J.B.C.C.I. Implementation Instruction No. 37 offers a guideline in terms of which a suitable provision should be made for determination of age by the Committee|Medical Board. In terms of N.C.W.A. III and the Implementation Instruction No. 76 dated 25-4-88 the matter for determination of age where variation exists shall be referred to the Age Determination Committee|Medical Board constituted by the management. This being so, I consider that the age of the concerned workman should be determined by the management by constituting Age Determination Committee|Medical Board within one month from the date of publication of the award and if as per the report of the Committee|Board the concerned workman did not reach the age of superannuation he should be reinstated in service with full back wages until he reaches the age of superannuation.

13. Accordingly, the following award is rendered—the action of the management of Gapalichak Colliery in superannuation the concerned workman from service with effect from 23-12-86 on the basis of his age as recorded in Form B Register is not justified. The management is directed to determine his age by referring him to the Age Determination Committee|Medical Board within one month from the date of publication of the award and reinstate him in service with full back wages if as per report of the Committee or Board the concerned workman has not reached the age of superannuation and allow him to continue in service till he reaches the age of superannuation. If the management fails to determine his age as per the above direction within the time stipulated, the concerned workman shall be reinstated in service with full back wages by the management forthwith till his age is determined by the Committee|Board.

In the circumstances of the case, I award no cost.

S. K. MITRA, Presiding Officer
[No. L-20012/238/87-D.III(A)|IR(Coal-I)]

गा. आ. 324—ओर्डिनेशन दिनांक अविनियम, 1947 (1947 का 14) का धारा 17 के अनुसरण में केन्द्रीय सरकार, मैटर्स भारत कोकिंग कॉल लिमिटेड का कनकाना कालिंपरों के प्रबंधन में सुबद्ध नियंत्रण और उनके कर्मकारों के बाच, अनुबंध में निर्विष्ट ओर्डिनेशन विवाद में केन्द्रीय सरकार, ओर्डिनेशन प्रधिकरण (स. 2) धनबाद, के पंचायत को प्रकाशित करते हैं, जो केन्द्रीय सरकार को 9-1-1990 को प्राप्त कुआ था।

S.O. 324.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 2), Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Kankaneey Colliery of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 9-1-1990.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD

Reference No. 107 of 1987

In the matter of an industrial dispute under
Section 10(1)(d) of the I.D. Act, 1947.

AND

PARTIES :

Employers in relation to the management of Kankanee Colliery of M/s. Bharat Coking Coal Limited and their workmen.

APPEARANCES :

On behalf of the workmen.—Shri J. D. Lall, Advocate.

On behalf of the employers.—Shri B. Joshi, Advocate.

STATE : Bihar INDUSTRY : Coal

Dated, Dhanbad, the 2nd January, 1990

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-24012/133/86-D.IV(B), dated, the 18th March, 1987.

SCHEDULE

"Whether the demand of the Union from management of Kankanee Colliery of M/s. Bharat Coking Coal Ltd. for regularisation of S/Shri Devendra Jha and Om Prakash Driver as Dumper/Terex Operator and payment of category 'B' (Excavation) grade to them, from 22-9-1983 and 6-8-1983 respectively, is justified? If so, to what relief the workmen concerned are entitled?

In this case both the parties appeared and filed their respective W.S. documents etc. Thereafter the case proceeded along its course. Subsequently at the stages of oral evidence both the parties appeared before me and filed a compromise petition. I heard them on the said petition of compromise. I do find that the terms contained therein are fair, proper and beneficial to both the parties. Accordingly I accept the same and pass an Award in terms of the compromise petition which forms part of the Award as Annexure.

I. N. SINHA, Presiding Officer.
[No. L-24012/133/86-D.IV(B)/IR (Coal-I)]
K. J. DYVA PRASAD, Desk Officer.

BEFORE THE HON'BLE PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRI-
BUNAL NO. 2, DHANBAD
Ref. Case No. 107/87

PARTIES :

Employers in relation to the management of Kankanee Colliery of M/s. BCC Ltd.

Their workman.

The humble joint petition of compromise on behalf of the parties most respectfully shewth :—

1. That, the Central Government by a notification No. L-24012(133)86-D.IV(B) dated 18-3-87 has referred the Industrial dispute as per Schedule noted for an adjudication U/s. 10(I)(D)(2A) of the Industrial Disputes Act, 1947 (14 of 1947), hereinafter referred to as the Act, to this Hon'ble Tribunal.

SCHEDULE

"Whether the demand of the union from the management of Kankanee Colliery of M/s. BCCL for regularisation of S/Shri Devendra Jha and Om Prakash, Driver as Dumper/Terex operator and payment of Category 'B' (Excavn) grade to them from 22-9-1983, and 6-8-1983 respectively is justified? If so, to what relief the workmen concerned are entitled?"

2. That, the parties discussed the dispute outside the court and have settled the dispute on the following terms, and conditions.

Terms of Settlement

(i) That, S/Shri Devendra Jha and O.M. Prakash will be regularised as dumper operator in Excavn. Cate. 'C' from 22-9-1985 and 6-8-1985 respectively i.e after two-years of experience in the capacity. For Excavn. Cate. 'B' five years experience is required and accordingly they will be considered for promotion by D.P.C. as per cadre Scheme provision in force. If found suitable they will be promoted w.e.f. 22-9-1988 and 6-8-1988 respectively.

(ii) That, they will not be entitled to any arrear/back wages. However, they will be allowed pay fixation benefit in their promoted/categories with national seniority w.e.f. the respective dates.

(iii) That, this settles all the disputes finally between the parties.

(iv) That,

(v) That, it was also agreed that seven copies of the settlement be filed before the Hon'ble Tribunal and the Hon'ble Tribunal may be requested to pass an Award in terms of the Settlement.

It is, therefore, prayed that your honour may be graciously pleased to accept the settlement and pass an Award in terms of the settlement.

And for this act of kindness, parties shall ever pray.

Representing workmen : Representing Employers :

(1) Sd/- (K. D. Pd.) (1) Sd/- (Illegible)

(Secretary CMEWA) (2) Sd/- (Illegible)

(2)

Witness :

(1)

(2)